

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 86			
2. CONTRACT NUMBER		3. SOLICITATION NUMBER DOL-ETA-16-R-00023		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 02/03/2016		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY US Department of Labor Division of Job Corps Procurement 200 Constitution Ave, NW Room N-4643 Washington DC 20210		CODE ETA OCM JOB CORPS		8. ADDRESS OFFER TO (If other than Item 7)					
<b>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".</b>									

<b>SOLICITATION</b>									
9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in see block 7 until 1200 ES local time 03/18/2016 (Hour) (Date)									
CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.									

10. FOR INFORMATION CALL:	A. NAME Gregory Sabater		B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS sabater.gregory@dol.gov	
	AREA CODE 202		NUMBER 693-3805		EXT.		

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<b>OFFER (Must be fully completed by offeror)</b>									
<b>NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.</b>									

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
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13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)		10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		CALENDAR DAYS (%)	
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	

15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			

15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE	
AREA CODE NUMBER EXT.							

<b>AWARD (To be completed by government)</b>									
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7)				25. PAYMENT WILL BE MADE BY		CODE			
26. NAME OF CONTRACTING OFFICER (Type or print) Sheryl Algee				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)				28. AWARD DATE	

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 1 Days After Award Delivery Location Code: OJC DALLAS U.S. Department of Labor 525 Griffin Street Room 403 Attn. Linda Soliz Dallas TX 75202 US  FOB: Destination				
0001	Transition-In Period (A) Product/Service Code: M1CZ				
0002	Center Operations (A) Product/Service Code: M1CZ				
0003	Center Operations Technical Performance Incentive Fee (A) Product/Service Code: M1CZ				
0004	Center Operations Cost Incentive Fee (A) Product/Service Code: M1CZ				
0011	Construction, Rehabilitation and Acquisition (CRA) (B1) Product/Service Code: M1CZ				
0012	Equipment (B2) Product/Service Code: M1CZ				
0013	Career Technical Skills Training (B4) Product/Service Code: M1CZ				
0014	Demonstration Projects - TBD Product/Service Code: M1CZ				
1002	Center Operations (A) Product/Service Code: M1CZ				
1003	Center Operations Technical Performance Incentive Fee (A) Continued ...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
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1011	Construction, Rehabilitation and Acquisition (CRA) (B1) Product/Service Code: M1CZ				
1012	Equipment (B2) Product/Service Code: M1CZ				
1013	Career Technical Skills Training (B4) Product/Service Code: M1CZ				
1014	Demonstration Projects - TBD Product/Service Code: M1CZ				
2002	Center Operations (A) Product/Service Code: M1CZ				
2003	Center Operations Technical Performance Incentive Fee (A) Product/Service Code: M1CZ				
2004	Center Operations Cost Incentive Fee (A) Product/Service Code: M1CZ				
2011	Construction, Rehabilitation and Acquisition (CRA) (B1) Product/Service Code: M1CZ				
2012	Equipment (B2) Product/Service Code: M1CZ				
2013	Career Technical Skills Training (B4) Product/Service Code: M1CZ				
	Continued ...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
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3003	Center Operations Technical Performance Incentive Fee (A) Product/Service Code: M1CZ				
3004	Center Operations Cost Incentive Fee (A) Product/Service Code: M1CZ				
3011	Construction, Rehabilitation and Acquisition (CRA) (B1) Product/Service Code: M1CZ				
3012	Equipment (B2) Product/Service Code: M1CZ				
3013	Career Technical Skills Training (B4) Product/Service Code: M1CZ				
3014	Demonstration Projects - TBD Product/Service Code: M1CZ				
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## **A - Solicitation/Contract Form**

## **B - Supplies or Services/Prices**

### ***B.1 BACKGROUND***

The U.S. Department of Labor, Job Corps has a requirement for operating the Roswell Job Corps center located at 57 G Street, Roswell, New Mexico 88202-5970.

The North American Industry Classification System (NAICS) code for this acquisition is **611519**. The small business size standard is **\$38.5M**.

The contractor shall operate the aforementioned Job Corps center, which includes provision of academic, career technical, career success skills, and career development training, and related support services, for an estimated total of 97 residential male students, 61 residential female students, 10 nonresidential male students, and 10 nonresidential female students. The contractor shall operate residential quarters (housing) and services to all students as applicable.

The contractor shall provide Outreach and Admissions services in the state of N/A and shall ensure the arrival of a minimum of N/A students into the Job Corps program annually for residential male and female students, and nonresidential male and female students.

The contractor shall provide Post-Center Career Transition Services annually for N/A youth returning to the state(s) of N/A.

All operations, services, and deliverables under these items shall be provided as specified in Sections C and F of this document.

### ***B.2 PRICING SCHEDULE***

The amount to be reimbursed to the contractor for purchased Government Furnished Property (as defined in the Job Corps Policy and Requirements Handbook (PRH) Appendix 505, 505a, 505b, and ETA Property Management Handbook, Issue 359, including revisions and amendments thereto), is provided in the pricing schedule below.

The contractor agrees that the costs generated under construction, rehabilitation, equipment and Career Technical Skills Training (CTST) shall be maintained in a separate accounting classification to be entitled "Capital Expense Accounts," as outlined in PRH Chapter 5 and Appendix 502.

LINE ITEM (CLIN)	DESCRIPTION	ESTIMATED COST	NTE CEILING	FUNDS[1] OBLIGATED
<b>Transition-in – Period of Performance:</b>				
1	Transition In Period (A)[2]		N/A	
<b>Base – Period of Performance:</b>				
2	Center Operations (A)		N/A	

3	Center Operations Technical Performance Incentive Fee (A)		N/A	
4	Center Operations Cost Incentive Fee (A)		N/A	
5	Outreach/Admissions (C1)		N/A	
6	Outreach/Admissions Technical Performance Incentive Fee (C1)		N/A	
7	Outreach/Admissions Cost Incentive Fee (C1)		N/A	
8	Career Transition Services (C2)		N/A	
9	Career Transition Services Technical Performance Incentive Fee (C2)		N/A	
10	Career Transition Services Cost Incentive Fee (C2)		N/A	
11	Construction, Rehabilitation, and Acquisition (CRA) (B1)	N/A		
12	Equipment (B2)	N/A		
13	Career Technical Skills Training (B4)	N/A		
14	Demonstration Projects – TBD	N/A		
<b>Option #1 - Period of Performance:</b>				
1002	Center Operations (A)		N/A	
1003	Center Operations Technical Performance Incentive Fee (A)		N/A	
1004	Center Operations Cost Incentive Fee (A)		N/A	
1005	Outreach/Admissions (C1)		N/A	
1006	Outreach/Admissions Technical Performance Incentive Fee (C1)		N/A	
1007	Outreach/Admissions Cost Incentive Fee (C1)		N/A	
1008	Career Transition Services (C2)		N/A	
1009	Career Transition Services Technical Performance Incentive Fee (C2)		N/A	

1010	Career Transition Services Cost Incentive Fee (C2)		N/A	
1011	Construction, Rehabilitation, and Acquisition (CRA) (B1)	N/A		
1012	Equipment (B2)	N/A		
1013	Career Technical Skills Training (B4)	N/A		
1014	Demonstration Projects – TBD	N/A		
<b>Option #2 – Period of Performance:</b>				
2002	Center Operations (A)		N/A	
2003	Center Operations Technical Performance Incentive Fee (A)		N/A	
2004	Center Operations Cost Incentive Fee (A)		N/A	
2005	Outreach/Admissions (C1)		N/A	
2006	Outreach/Admissions Technical Performance Incentive Fee (C1)		N/A	
2007	Outreach/Admissions Cost Incentive Fee (C1)		N/A	
2008	Career Transition Services (C2)		N/A	
2009	Career Transition Services Technical Performance Incentive Fee (C2)		N/A	
2010	Career Transition Services Cost Incentive Fee (C2)		N/A	
2011	Construction, Rehabilitation, and Acquisition (CRA) (B1)	N/A		
2012	Equipment (B2)	N/A		
2013	Career Technical Skills Training (B4)	N/A		
2014	Demonstration Projects – TBD	N/A		
<b>Option #3 – Period of Performance:</b>				
3002	Center Operations (A)		N/A	
3003	Center Operations Technical Performance Incentive Fee (A)		N/A	

3004	Center Operations Cost Incentive Fee (A)		N/A	
3005	Outreach/Admissions (C1)		N/A	
3006	Outreach/Admissions Technical Performance Incentive Fee (C1)		N/A	
3007	Outreach/Admissions Cost Incentive Fee (C1)		N/A	
3008	Career Transition Services (C2)		N/A	
3009	Career Transition Services Technical Performance Incentive Fee (C2)		N/A	
3010	Career Transition Services Cost Incentive Fee (C2)		N/A	
3011	Construction, Rehabilitation, and Acquisition (CRA) (B1)	N/A		
3012	Equipment (B2)	N/A		
3013	Career Technical Skills Training (B4)	N/A		
3014	Demonstration Projects – TBD	N/A		
<b>Transition Out[3]</b>				
5001	Transition-out		N/A	

[1] Funds obligated will be provided by the Contracting Officer in the resulting contract.

[2] Transition in Period shall be provided by offerors as directed in Section L.6, Instructions for Proposal Submission. However, the costs of the Transition in will not be a part of the offeror's evaluated cost for the purpose of the Government's Best Value, Trade-off determination.

[3] Transition out shall be provided by offerors as directed in Section L.6, Instructions for Proposal Submission. However, the costs of the Transition out will not be a part of the offeror's evaluated cost for the purpose of the Government's Best Value, Trade-off determination.

For Demonstration Projects, a "not to exceed" ceiling will be negotiated at the time that Demonstration projects, if any, are identified, and incorporated by contract modification.

Further, there shall be no fixed fee or incentive fee based on work involved with capital line items, which consists of work or purchases funded under the Construction, Rehabilitation, and Acquisition; Equipment; and CTST categories listed above. Indirect cost charges shall not be allowed for or based on Construction, Rehabilitation, and Acquisition; Equipment; or CTST costs, unless authorized by the Contracting Officer.

## **C - Description/Specifications**

### ***INTRODUCTION***

This Statement of Work sets forth the contract performance requirements for the operation and management of a Job Corps center.

### ***C.1 GENERAL***

#### **A. Background**

Job Corps is a national residential training and employment program administered by the U.S. Department of Labor to address the multiple barriers to employment faced by disadvantaged youth throughout the United States. Job Corps was originally established by the Economic Opportunity Act of 1964; current authorization for the program is the Workforce Innovation and Opportunity Act (WIOA) of 2014.

Job Corps provides comprehensive career development services to students including academic, career technical, career success and independent living skills, career readiness training, and support services. The unique combination of services provided in Job Corps is intended to prepare youth to obtain and hold gainful employment, pursue further education or training, or satisfy entrance requirements for careers in the Armed Forces.

#### **B. Objective**

The contractor shall provide material, services, and all necessary personnel to operate a Job Corps center (Center). The contractor shall provide enrolled youth, meeting Job Corps' eligibility or admission requirements, with a comprehensive range of career development services leading to employment and long-term attachment to the workforce. The contractor shall:

1. Provide academic, career technical, career success, employability, and independent living skills training.
2. Provide basic health care, counseling, and other support services as required by the PRH.
3. Conduct program operations in a setting that is clean, well maintained, and safe.
4. Assist youth in obtaining employment, additional education or training, or entry into the Armed Forces.
5. Provide support that prepares graduates to maintain long-term attachment to the labor market or further educational opportunities

6. Integrate center operations with the local workforce development systems, employers, the business community, and community-based organizations.

The general scope of work includes the participation of the contractor in demonstration projects initiated by the U.S. Department of Labor. An equitable adjustment shall be made for those projects determined to be an increase in work within the general scope of the contract via a supplemental agreement to the contract negotiated with the contractor. All disputes arising under these actions are subject to the disputes clause.

### C. Center Design

The center shall operate at a planned, average on-board strength as noted below:

Category	Number
Residential Male Students	97
Residential Female Students	61
<b><i>Subtotal Residential Students</i></b>	158
Nonresidential Male Students	10
Nonresidential Female Students	10
<b><i>Subtotal Nonresidential Students</i></b>	20
<b>Total Planned Average On-Board Strength</b>	178

The contractor shall be continually prepared to receive a sufficient number of students to maintain the average on-board strength capacity noted above and a surge capacity of up to 103 percent, where facilities can accommodate the increased capacity. Performance up to 103 percent of capacity shall be performed within the estimated cost of this contract.

During each Contract Year, the contractor shall not exceed an average of 103% of the planned OBS specified above. The contractor cannot request students or otherwise indicate availability to accept students to the extent fulfilling that request would put the center over the Contract Year average OBS of 103%. All costs incurred resulting from any enrollments which cause the contractor's OBS to exceed the Contract Year average of 103%, shall be deemed unallowable. In addition, the Department reserves the right to pursue legal action or otherwise seek relief against any contractors exceeding 103% Contract Year average.

**Exception:** The Contracting Officer may exercise renewal options for up to no more than 2 year periods if the Contracting Officer determines that such renewal is in the best interest of the Job Corps program taking into account factors including - -

- A. significant improvement in program performance in carrying out a performance improvement plan;
- B. that the performance is due to circumstances beyond the control of the Job Corps Center operator, such as an emergency or disaster;
- C. a significant disruption in the operations of the center, including the ability to continue to provide services to students, or significant increase in the cost of such operations; or

D. a significant disruption in the procurement process with respect to carrying out a competition for the selection of a center operator.

**Additional Considerations:** The Contracting Officer shall only exercise a renewal option period if the Job Corps Center operator - -

- A. has satisfactory record of integrity and business ethics;
- B. has adequate financial resources to perform;
- C. has the necessary organization, experience, accounting and operational controls and technical skills; and
- D. is otherwise qualified and eligible under applicable laws and regulations, including that the operator is not under suspension or debarred from eligibility from Federal contracts.

In the event that nonresidential students are enrolled, they shall be provided the following services, in addition to the core services available to all students:

- 1. Transportation to and from the training site for training days and for limited recreational activities.
- 2. A locker, lock, and nonresidential student lounge.
- 3. Lunch on all training days.
- 4. Breakfast on all training days.
- 5. Supper and weekend meals if the student wishes to remain on center. Center transportation is not mandatory when students stay for supper and weekend meals.
- 6. All benefits residential students receive, except as noted herein.

Nonresidential students shall be considered to be in the performance of duty as Federal employees from the time they physically arrive at any scheduled center activity or program until they leave such activity or program.

#### **D. Governing Regulations, Handbooks**

The Workforce Innovation and Opportunity Act (WIOA) of 2014, is the Job Corps Program's authorizing legislation and is hereby incorporated into this RFP and the resultant contract by reference.

The PRH has been developed to include all mandatory program operation and reporting requirements in one document and is hereby incorporated into this RFP and the resultant contract by reference. If for any reason any provision of this RFP is in direct conflict and inconsistent with a provision of the PRH incorporated herein, then (the RFP or resulting contract) shall be controlling and take precedence over the conflicting provision. The Job Corps program is defined in the Code of Federal Regulations, Title 20 - Labor, Subtitle A - Office of the Secretary of Labor, Part 670. The contractor shall follow the PRH, the Regulations, and all other requirements established in this contract. The PRH is routinely updated and

amended and the contractor shall be responsible for complying with all updates and amendments. The PRH is available at: <http://www.jobcorps.gov/AboutJobCorps/performance-planning.aspx>

## **E. Career Technical Training By National Office Contractors**

A portion of the career technical training offered in this program may be training implemented under separate contracts between the U.S. Department of Labor and one or more national training contractors (NTCs) under the terms and conditions specified in the Memorandum of Understanding shown in the PRH as Appendix 302. (Any training programs operated by NTCs are identified in Section C.3.C.13 of the RFP.)

### ***C.2 SITE***

The **Roswell** Job Corps Center is located near/in the city **Roswell**, county **Chaves**, state of **New Mexico**. The property and site are described in the Facility Survey dated June 2015, which is available as an electronic attachment to this RFP.

### ***C.3 PROGRAM CONTENT***

#### **A. Outreach and Admissions**

The contractor shall perform outreach and admissions activities as required by this contract, which ensure that the Job Corps program maintains a positive public image, maintains a ready supply of eligible and committed applicants, and works in partnership with individuals, communities, organizations, employers, and state and local workforce development systems.

##### **1. Center's Role in Outreach and Admissions:**

**a. Outreach:** The contractor shall promote positive public awareness about the Job Corps program and shall ensure that the center is an active partner within the local community and with the state's workforce investment system. The contractor shall provide support to Outreach and Admissions contractors to ensure that the center is maintained at overall design capacity. The contractor shall establish relationships with and mechanisms to involve the local community, employers, and business organizations in the operation of the Job Corps center through center industry councils and business and community liaison activities. Public education and community/employer involvement shall be conducted in accordance with PRH 1.1.

**b. Admission:** The contractor shall establish procedures for applicant file review on the center level to include processes for the review of applicant health information. The contractor shall ensure that all assigned students are contacted by the center prior to arrival. The contractor shall establish procedures for assignment of applicants to the center in accordance with the regional office guidelines to ensure the center maintains contracted student enrollment capacity as per PRH 1.4.

##### **2. Direct Outreach and Admissions: (applies to centers with direct outreach goals and is not applicable to this contract)**

The contractor's performance shall be measured against the goals established by the Employment and Training Administration each year in the Outreach and Admissions Outcome Measurement System.

Youth screened for the N/A Job Corps Center shall come from: N/A

The contractor shall be expected to recruit and screen sufficient numbers of applicants to generate arrivals in accordance with the delivery schedule in Section F.

- a. **Eligibility Determination and Screening Factors:** The contractor shall assess, verify, and document applicant eligibility for the Job Corps program, in conformity with the criteria and procedures listed in PRH 1.2 and Exhibit 1-1.
- b. **Information to Applicants:** The contractor shall provide applicants with accurate information about the Job Corps program, and about specific Job Corps centers, in accordance with PRH 1.3.
- c. **Applicant Assignments:** The contractor shall provide a regular flow of applicants for assignment to centers in accordance with regional procedures and PRH 1.5.
- d. **Readmission:** The contractor shall assess and verify that applicants for readmission meet criteria found in PRH 1.6.

## **B. Career Preparation Period**

The contractor's performance shall be measured against the goals established by the Employment & Training Administration each year in the Outcome Measurement System.

The contractor shall provide each new student with comprehensive Career Preparation activities designed to assist the student to acclimate to center life, fully participate in center activities, set career goals, and acquire basic skills to enhance job readiness and job search competencies, in accordance with PRH 2.

- 1. **Center Plan:** The contractor shall develop a comprehensive Career Preparation Plan that will ensure efficient and effective delivery of services to students. Specific requirements for a delivery system are outlined in PRH 2.1.
- 2. **Introduction to Center Life:** The contractor shall provide a comprehensive introduction to center life for new arrivals. The program shall provide activities to assist students in learning about center offerings, standards, and procedures and assist them in making a successful transition to center life. Requirements for program content and structure are contained in PRH 2.2.
- 3. **Student Assessment:** The contractor shall assess student needs and interests so that services can be assigned appropriately. Requirements for program content and structure are contained in PRH 2.3.
- 4. **Personal Counseling:** The contractor shall provide initial intervention and counseling services to address the personal and social development needs of students, and to coordinate the delivery of center and community services. Requirements are contained in PRH 2.4.
- 5. **Student Career Planning:** The contractor shall provide students with a program of career exploration, and assist students in selecting their career technical training programs and developing Personal Career Development Plans, in accordance with requirements contained in PRH 2.5.
- 6. **Navigating the Labor Market:** The contractor shall provide new students with an introduction to fundamental job search and information technology skills needed to successfully navigate the labor market. Requirements are contained in PRH 2.6.
- 7. **Career Success Standards:** The contractor shall provide new students with an overview and introduction to center expectations, behavioral standards, and the Career Success Standards they will be expected to meet during enrollment in order to successfully participate in the program and become employable as required in PRH 2.7.
- 8. **Personal Development Skills:** The contractor shall provide new students with an introduction to social and employability skills, conflict resolution skills, and introductory driver's education training to

facilitate employment readiness and successful participation in the Job Corps program. Requirements for program content and structure are contained in PRH 2.8.

**9. Career Development Readiness:** The contractor shall ensure that students are fully prepared for successful participation in the Career Development Period by providing services required in PRH 2.9.

### **C. Career Development Period**

The contractor's performance shall be measured against the goals established by the Employment & Training Administration each year in the Outcome Measurement System.

The contractor shall provide an integrated program of center-based, work-based, and independent living skills training that shall meet all the requirements of PRH Chapter 3. The program shall be delivered to ensure that students:

- Acquire the academic, technical and career success foundation skills, specific knowledge, and competencies needed to achieve their career goals.
- Understand how to progress in the workplace environment.
- Move successfully from the learning environment to the work environment.
- Experience personal growth.
- Learn self-management, personal responsibility, and both community and independent living skills.

At a minimum, the training program shall consist of:

- 1. Center Plan:** The contractor shall develop a comprehensive Career Development Plan that will ensure efficient and effective delivery of work place and life skills training to students. Specific requirements for a delivery system are outlined in PRH 3.1.
- 2. Administration and Management of Career Development Services:** The contractor shall develop administrative processes to ensure efficient and effective delivery of training to students. Specific requirements for a delivery system are outlined in PRH 3.2.
- 3. Personal and Career Counseling:** The contractor shall provide students with personal and career counseling services to assess individual needs, provide career guidance, and deliver appropriate services to meet individual needs. Personal and Career Counseling services shall be performed in accordance with the requirements of PRH 3.3.
- 4. Student Standards of Conduct:** The contractor shall develop a system that promotes high standards of student conduct through the application of incentives and sanctions. The contractor shall maintain an environment that is free from drugs and violence. Students shall be provided with opportunities for due process in disciplinary proceedings. Rules and procedures for student conduct are provided in PRH 3.4.
- 5. Evaluation of Student Progress:** The contractor shall provide a system for periodically evaluating student progress and collaborating with students to set short- and long-range career goals. Required content is found in PRH 3.5.
- 6. Center-Based Learning Standards:** The contractor shall establish standards for curriculum design, development, and implementation. Requirements for content and structure are contained in PRH 3.6.
- 7. Career Success Standards:** The contractor shall provide students with a center culture that regularly fosters opportunities to learn and practice a set of behavioral expectations that support employability and social development for career success as required in PRH 3.7.

**8. Work-Based Learning Standards:** The contractor shall incorporate work-based learning as a primary instructional method of training. Students shall be provided opportunities to learn about career opportunities and employer expectations, and to learn about and apply new occupational skills in actual workplaces and on work projects, including CTST projects. Specific requirements regarding training methods and procedures are found in PRH 3.8.

**9. Reading:** The contractor shall develop and administer reading skills instruction that provides students with the skills needed for employment in their chosen careers and assists them to function independently in society. Instruction is required for each of the reading competencies listed in PRH 3.9.

**10. Mathematics:** The contractor shall develop and administer instruction in mathematics skills that provides students with the skills needed for employment in their chosen careers. Instruction is required for each of the mathematics competencies listed in PRH 3.10.

**11. High School Equivalency (HSE)/High School Diploma (HSD):** The contractor shall provide students with the skills and knowledge necessary to pass the examination for the High School Equivalency (HSE) test (HSE) or to obtain their High School Diploma (HSD). The contractor shall make every possible effort to assure that students attain their HSE or HSD. Specific requirements for the HSE /HSD program are found in PRH 3.11.

**12. English as a Second Language (ESL):** The contractor shall provide students with limited English proficiency the opportunity to develop English language and acculturation skills. Specific requirements for ESL are contained in PRH 3.12.

**13. Career Technical Training:** The contractor shall provide individualized competency-based career technical training for students. Training shall provide students with the skills required for entry-level employment in specific careers approved by the U.S. Department of Labor. Specific requirements for career technical training are listed in PRH 3.13.

The following career technical training programs will be offered at the center:

Career Technical Training Offerings	Training Slots*	
	On Center	Off Center
Automotive	24	
Emergency Medical Technician		10
Nurse Assistant/Home-Health Aide		10
Culinary Arts	30	
Security and Protective Services	30	
Electrical, Pre-Apprentice*	24	
Facilities Maintenance, Pre-Apprentice*	24	
Painting, Pre-Apprentice*	24	
<b>Total</b>	<b>156</b>	<b>20</b>

\*Indicates programs offered by National Training Contractors (NTCs)

**14. Concurrent Training ("is" is not applicable to this contract):** The contractor shall broaden career technical training opportunities available to Job Corps students through linkages with external training providers. The program shall meet all the requirements of PRH 3.14.

**15. Information Technology:** The contractor shall provide students with instruction and practice in applied information technology, computer-based learning, and business-related technology. Specific skills and knowledge that must be incorporated into all training activities are outlined in PRH 3.15.

**16. Residential Living:** The contractor shall create a safe, clean, and attractive environment that allows students to learn and practice independent and community living skills. Requirements and content are found in PRH 3.16.

**17. Wellness:** The contractor shall provide instruction to students on practices that lead to physical and mental health and enhance employability. Instruction is required for each of the subjects listed in PRH 3.17.

**18. Recreation and Leisure Time Activities:** The contractor shall provide students with a comprehensive program of recreational activities and events that promotes productive and socially acceptable use of leisure time. Activities shall be provided that build self-esteem and enhance the Job Corps experience by providing opportunities for all students to participate in enjoyable and safe activities. The program shall meet all the requirements of PRH 3.18.

**19. Student Government and Leadership:** The contractor shall develop and support activities that enable students to learn and practice skills in leadership, citizenship, and self-government. The activities shall include a student benefit fund, to be managed by student government with the assistance of center staff. Requirements for content and structure are contained in PRH 3.19.

**20. Driver Education:** The contractor shall provide driver education training to all students who do not already possess driver's licenses. Students shall be provided the skills and knowledge necessary to pass the State examination and shall be given the opportunity to acquire a driver's license while enrolled. Specific requirements for driver education are contained in PRH 3.20.

**21. Career Transition Readiness:** The contractor shall develop and implement systems and procedures to assist students to effectively transition from center life to the workforce. Requirements are detailed in PRH 3.21.

#### **D. Career Transition Services**

##### **Post-Center Career Transition Services (is not applicable to this contract):**

The contractor shall provide or arrange for post-center career transition services for all eligible students:

**enrolled at the N/A Job Corps center.**

**returning to the following geographic area: N/A**

**relocating to the following geographic area: N/A**

For purposes of this procurement, the contractor should anticipate an annual inflow of students for provision of career transition services in the numbers shown below.

(Insert number) Graduates

(Insert number)     Former Enrollees

The contractor's performance shall be measured against the goals established by the Employment & Training Administration each year in the Career Transition Services Outcome Measurement System.

The contractor shall assist eligible students in entering and maintaining long-term attachment to the labor market or further educational opportunities and training by:

- Providing personalized career transition services.
- Providing access to services that support successful transition.
- Identifying and making referral to suitable employment or educational opportunities.

The final objectives of this effort shall be quality placement, continued attachment to the workforce, and career progression.

At a minimum, the program shall consist of:

**1. Career Transition Plan:** The contractor shall develop a comprehensive

Career Transition Plan that will ensure efficient and effective delivery of career transition services to eligible graduates and former enrollees. Specific requirements for the plan are outlined in PRH 4.1.

**2. Eligibility for Services:** The contractor shall provide post-center career transition services to eligible graduates and former enrollees. Service shall be provided throughout the CTS service period prescribed by PRH 4.2.

**3. Career Transition Services for Graduates:** The contractor shall maintain contact with separated graduates, provide assessments, conduct placement services including job development and referral, identify transitional needs and refer to appropriate services, and maintain contact throughout the CTS service period to ensure the graduate remains connected to the labor market following separation. The contractor shall arrange to transfer responsibility if the individual relocates outside of the service area during the service period. Specific services are detailed in PRH 4.3.

**4. Career Transition Services for Former Enrollees:** The contractor shall maintain contact with eligible, separated former enrollees during the service period until initial placement, to identify job leads and provide referrals, as specified in PRH 4.4.

**5. Documentation, Reporting, and Verification Process:** The contractor shall establish a uniform system for documenting, verifying, and reporting Career Transition Services, using the criteria in PRH 4.5.

## **E. Management**

The contractor shall provide direction, management, and administrative support to all functions and activities of the center. The contractor shall establish systems that ensure:

- Effective program organization and management.
- Program integrity and accountability.
- Staff professionalism and development.

At a minimum, the program shall consist of:

- 1. Program Management:** The contractor shall establish systems that ensure achievement of program goals and maintenance of quality performance. Expected procedures for monitoring and tracking operations and outcomes are listed in PRH 5.1.
- 2. Personnel:** The contractor shall recruit, hire, and retain qualified staff, in accordance with the requirements of PRH 5.2 and Exhibit 5-3. The contractor shall develop and implement policies which promote a working environment of equal opportunity that is free of race, gender, or ethnic bias.
- 3. Staff Training:** The contractor shall provide training opportunities which ensure that staff possesses the knowledge and skills necessary to perform their job duties and enable them to serve as positive role models for students. Specific training requirements are detailed in PRH 5.3 and Exhibit 5-4.
- 4. Personal Safety and Security:** The contractor shall develop and implement procedures to ensure students feel safe and secure on center and their rights are protected. Rules for protection of students, staff, and property are outlined in PRH 5.4.
- 5. Management and Reporting of Significant Incidents:** The contractor shall develop and implement procedures to prevent, resolve, and report significant incidents in order to reduce negative impact on students, the community, and the Job Corps program. Guidelines for reporting and managing significant incidents are detailed in PRH 5.5
- 6. Procurement and Property Management:** The center shall establish systems to procure property, services, and supplies in a cost-efficient and environmentally-friendly manner in accordance with Government policies. The contractor shall also establish systems to provide procedures for receipt and accountability of Government-owned property, materials, and supplies, in accordance with PRH 5.6 and Appendices 505, 505a, and 505b. The contractor shall establish and maintain the Job Corps vehicle fleet in accordance with PRH 5.13 and Appendices 506, 507, and 508.
- 7. Financial Management:** The contractor shall develop and maintain systems to effectively plan, budget, and control expenses that shall safeguard public funds and ensure the cost-effective provision of services to meet program goals. The contractor shall establish and maintain a financial management system that meets all of the requirements of PRH 5.7 and Appendices 502 and 503.
- 8. Facilities:** The contractor shall establish and maintain a system for facilities maintenance in order to provide a safe and clean environment for students and staff. Facilities shall be maintained and managed in accordance with PRH 5.9, 5.10, and 5.11.
- 9. Energy and Water Conservation:** The contractor shall operate an energy conservation program to promote energy conservation and reduce overall operations costs, in accordance with PRH 5.12.
- 10. Introduction to Environmental Safety and Occupational Health:** The contractor shall ensure that students and staff work and live in environmentally healthy surroundings, in accordance with PRH 5.14.
- 11. Safety Plans, Inspections, Reporting and Recordkeeping:** The contractor shall provide a safe training, living, and working environment and provide opportunities for students to learn and practice workplace safety procedures in accordance with PRH 5.14 through 5.20.

Contractors shall be accountable for understanding and complying with the new federally mandated Presidential initiative, Protecting Our Workers and Ensuring Reemployment (POWER), which begins in Fiscal Year (FY) 2011, and with Departmental goals relating to the measurable outcome of 100% timely filing of first aid, and Compensation Act – 1 and 2 (CA-1 and CA- 2) claims in the Safety and Health Information Management System (SHIMS). As part of POWER, Job Corps must improve performance in the following areas:

- a. Reduce total injury and illness case rates.
- b. Increase the timely filing of workers' compensation claims.
- c. Increase the timely filing of Form Number CA-7 (Claim for Compensation).
- d. Increase the timely filing of Form Number CA-16 (Authorization for Examination and/or Treatment).
- e. Speed up employees' (i.e., students') return to work in cases of serious injury or illness.

Protecting Our Workers and Ensuring Reemployment (POWER), which began in Fiscal Year (FY) 2011, can be further researched at <http://www.dol.gov/owcp/dfec/power/>

## **12. Staff Housing (is not available at this center):**

The contractor shall operate and manage staff housing associated with this center. The contractor shall ensure that rates are charged in accordance with OMB Circular A-45, which implements 5. U.S.C. Section 5911 (1976). This regulation requires that basic rental rates be set at rates prevailing in the area for similar housing. Following is a description of staff housing provided:

The contractor shall submit a plan and schedule of rates pursuant to PL 88-459 for housing for non-students to the Contracting Officer's Representative (COR), no later than 30 days after contract award. Collection of rent shall become income to the contract and be reported as a reduction to costs on center financial reports.

## **F. Administrative Support**

The contractor shall develop systems for providing support services and benefits that:

- Facilitate students' successful participation in Job Corps.
- Accurately track and document student participation and achievements to ensure accountability.

At a minimum, the program shall consist of:

**1. Student Attendance, Leave, and Absences:** The contractor shall establish systems to monitor and track student attendance, provide leave when appropriate, and respond promptly when students are absent without authorization. Required elements for each of these systems are listed in PRH 6.1.

**2. Student Allowances and Allotments:** The contractor shall establish systems for issuing student allowances, allotments, and transition payments. The systems shall be uniformly administered and easily understood by the student population. Criteria for payment of allowances, allotments, and transition payments are detailed in PRH 6.2. and Exhibit 6-2.

**3. Student Records Management:** The contractor shall maintain student records in a manner that ensures accurate documentation of the services and benefits provided to students and safeguard the confidentiality of student information. Required documents that centers must maintain, and procedures for disposition of records, are outlined in PRH 6.3.

**4. Student Enrollments, Transfers, and Separations:** The contractor shall complete all enrollment, transfer, and separation transactions in accordance with PRH 6.4.

**5. Student Clothing:** The contractor shall provide clothing for students and shall guide them in making wardrobe selections that are suitable for the workplace. Specific requirements concerning clothing allowances and recordkeeping systems are found in PRH 6.5.

**6. Student Transportation:** The contractor shall provide economical transportation to students in accordance with PRH 6.6 and Exhibit 6-3. The contractor shall implement procedures for the recovery of unused transportation tickets, and shall reimburse the Government for the cost of unrecovered tickets in accordance with Job Corps policy.

**7. Food Service:** The contractor shall provide students with well-balanced, nutritious meals in a dining environment that is clean, sanitary, attractive, and pleasant. Food service program requirements are described in PRH 6.7.

**8. Student Civil Rights, Including Religious Rights, and Legal Services:** The contractor shall implement procedures that protect students' civil rights and promote an environment free from discrimination and harassment. All applicants and students with disabilities must be provided the opportunity to request and receive reasonable accommodation in accordance with Section 188 of the Workforce Innovation and Opportunity Act of 2014, Section 504 of the Rehabilitation Act of 1973, and their implementing regulations. Guidelines for providing reasonable accommodation are outlined in PRH Appendix 605 Required processes for preventing and resolving student complaints are listed in PRH 6.8 and Appendix 602.

**9. Student Support Services:** The contractor shall ensure that students receive the basic support services included in PRH 6.9. The contractor shall provide students with opportunities to vote and attend religious services if they so choose.

**10. Student Health Services:** The contractor shall provide students with routine health services, support, and education, either directly or through referral to other providers, that shall enhance students' employability and encourage students to maintain a healthy lifestyle. Routine medical, dental, and mental health services and related health programs shall be delivered and administered in accordance with PRH 6.10, 6.11, 6.12, 6.14, Exhibits 6-4, 6-5, and Appendix 607.

**11. Disability Program:** The contractor shall provide individualized and coordinated services to all students with disabilities, ensure all policy and legal requirements related to serving students with disabilities are met, and ensure access for students with disabilities that focus on employability and independent living, as described in PRH 6.14.

**12. Child Care Arrangements:** The contractor shall assist Job Corps students to arrange suitable child care for their dependent children while they are enrolled in Job Corps, as described in PRH 6.13.

**13. On-Center Child Care Program (is not required):** The contractor shall provide a structured child development program at the N/A campus for approximately N/A children. Child development programs shall be operated in accordance with Exhibit 6-8 and Appendix 604.

**14. Administration of Residential Parent/Child Program (is not required):** The contractor shall provide a residential training program for approximately N/A single parents and their children. Parents and children shall live together in a dormitory specifically designed to accommodate children. The contractor shall provide a safe,

healthy living environment for parents and their children by implementing procedures for handling emergencies and illness, and for ensuring the operator of the on-site Child Development Center follows similar procedures. Minimum requirements are found in PRH 6, Appendix 604, and Exhibit 6-9.

**C. Center Environment:** The center is not designated as a non-smoking center.

**D - Packaging and Marking**

*For this Solicitation, there are NO clauses in this Section*

**E - Inspection and Acceptance**

***E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE***

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 CLAUSES "INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

Clause Database	Clause Number	Clause Title
FAR	52.246-5	Inspection of Services - Cost-Reimbursement. (APR 1984)

***E.2 INSPECTION AND EVALUATION***

All inspections and evaluations shall be performed in such a manner as to not unduly delay the contractor's work.

Inspection and acceptance of the work called for under this contract shall be made by the Contracting Officer's Representative (COR) at the contractor's offices, the Job Corps center, or the U.S. Department of Labor, Employment & Training Administration, as applicable.

**F - Deliveries or Performance**

***F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE***

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

Clause Database	Clause Number	Clause Title
FAR	52.242-15	Stop-Work Order. (AUG 1989) - Alternate I (APR 1984)

***F.2 TYPE OF CONTRACT***

This is a cost-reimbursement, plus incentive fee contract. This procurement is a 100% Small Business Set-Aside.

***F.3 PERIOD OF PERFORMANCE***

**Transition:** If appropriate, for the purpose of assuming the responsibility of center operations, the contractor shall perform necessary transition functions during the transition period of TBD through TBD.

**Operations:** Center Operations shall commence on TBD and the contractor shall operate the center for a 2-year base period with three, one-year option periods. Therefore, the base period of performance is TBD through TBD.

**WIOA Contract Renewal Option Eligibility Requirement:** Under WIOA Section 147 paragraph (g) the Contracting Officer shall not exercise any contract renewal option period for Job Corps Center operations if the performance data for up to the previous 2 program year periods show that the Job Corps Center has been ranked in the lowest 10% of all Job Corps Centers and has failed to achieve 50% or higher of expected level of performance with respect to each of the primary indicators of performance for eligible youth.

#### ***F.4 PLACE OF PERFORMANCE***

The contractor shall operate the Roswell Job Corps Center located in Roswell, New Mexico, county of Chaves.

#### ***F.5 DELIVERABLES***

The contractor shall deliver all program and reporting requirements as defined in the Program Requirements Handbook.

In addition to those deliverables required in the PRH, the contractor shall adhere to the following input schedule: **Not Applicable**

<b>Annual Arrival by Month</b>			
<b>Month</b>	<b>Male</b>	<b>Female</b>	<b>Total</b>
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			
<b>Total:</b>			

## **G - Contract Administration Data**

### ***G.1 DOLAR 2952.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (MAY 2004)***

- (a) The Contracting Officer's Representative (COR) for this contract **shall be named in a designation letter**.
- (b) The COR is responsible, as applicable, for: receiving all deliverables; inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise services to accomplish the contractual scope of work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.
- (c) The COR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If, as a result of technical discussions, it is desirable to alter/change contractual obligations or the scope of work, the contracting officer must issue such changes.

### ***G.2 CONTRACTING OFFICER'S REPRESENTATIVE RESPONSIBILITIES***

In addition to those responsibilities named in DOLAR 2952.201-70, Contracting Officer's Representative (May 2014), the Contracting Officer's Representative is responsible for the duties listed below. Please note that this is not a comprehensive list.

1. Recommend contract modifications to the Contracting Officer as a result of monitoring or as may be requested by the contractor.
2. Review and coordinate changes or corrections, if any, and accept all reports (including any final reports) required under the contract.
3. Review and approve required plans, e.g., Career Development Service Systems (CDSS) Plan, Career Technical Skills Training (CTST) Plan, etc.

### ***G.3 FEES***

#### **G.3.1: Technical Performance Incentive Fee:**

Under the terms of this cost plus incentive fee contract, the contractor shall have the opportunity to earn a technical performance incentive fee and a technical performance excellence bonus for center operations, and for Outreach/Admissions (OA), and Career Transition Services (CTS), if applicable, based on achievement of goals. The technical performance incentive fee shall range from 0% to 2.4% of total direct and indirect costs, excluding fee, CRA, equipment, CTST, and demonstration projects.

Annually, the Employment & Training Administration will establish and publish the performance range for the upcoming Program Year. Performance ranges may fluctuate from year to year based on performance history for the preceding year. To ensure that eventual costs to the Government do not exceed budget availability, the performance range will be set so that there is a balanced distribution between higher and lower performers.

The performance range will identify maximum and minimum incentive fee payment levels as follows:

Maximum: level at which the contractor receives the maximum available incentive fee payment (2.4%)

Minimum: level below which the contractor receives no incentive fee payment (0%)

Incremental incentive fee payment levels will be established for each level of OMS performance (to one decimal point) within each Program Year's established performance range; i.e., amounts will be established incrementally for 90.0%, 90.1%, 90.2%, etc.

The contractor's performance and the amount of technical performance incentive fee earned shall be determined annually after the close of the contract year, based on achievement of Program Year goals within the Job Corps' Outcome Measurement System. Each contractor's performance will be evaluated based on the portion of the contract year that occurred during the Program Year for which the performance range was in effect.

In order to motivate and reward excellence in performance, those contractors whose performance exceeds the top of the National Performance Range will be eligible to earn a technical performance excellence bonus. The bonus will be awarded for performance above the top of the National Performance Range. The amount of the performance excellence bonus pool for the contract will be up to .5%. The bonus pool will be distributed in equal incremental amounts throughout the bonus range.

Under the resultant terms of this contract, the minimum cost incentive fee (described below), the technical performance incentive fee, and the maximum technical performance excellence bonus for Center Operations shall be as follows:

**Center Operations:**

<b>Contract Year</b>	<b>Minimum Cost Incentive Fee (3.0%)</b>	<b>Minimum Technical Performance Incentive Fee (0%)</b>	<b>Average Technical Performance Incentive Fee (1.2%)</b>	<b>Maximum Performance Incentive Fee (2.4%)</b>	<b>Maximum Technical Performance Excellence Bonus (.5%)</b>
1					
2					
3					
4					
5					

If applicable under this RFP and the resultant contract, the technical performance incentive fees for OA and CTS shall be as follows:

**Outreach/Admissions (OA): NOT APPLICABLE**

<b>Contract Year</b>	<b>Minimum Cost Incentive Fee (3.0%)</b>	<b>Minimum Technical Performance Incentive Fee (0%)</b>	<b>Average Technical Performance Incentive Fee (1.2%)</b>	<b>Maximum Technical Performance Incentive Fee (2.4%)</b>	<b>Maximum Technical Performance Excellence Bonus (.5%)</b>
1					
2					
3					
4					

5					
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**Career Transition Services (CTS): NOT APPLICABLE**

Contract Year	Minimum Cost Incentive Fee (3.0%)	Minimum Technical Performance Incentive Fee (0%)	Average Technical Performance Incentive Fee (1.2%)	Maximum Technical Performance Incentive Fee (2.4%)	Maximum Technical Performance Excellence Bonus (.5%)
1					
2					
3					
4					
5					

**G.3.2: Cost Incentive Fee:**

The contractor shall also perform under the parameters of a cost incentive fee structure. Under the incentive fee structure, the contractor shall have the opportunity to earn a cost incentive fee, based upon the relationship between the contractor's actual costs versus its target cost for each contract year.

The cost incentive fee shall range from 3.0% to 4% of total direct and indirect costs, excluding CRA (CLINs 0011, 1011, 2011, 3011), equipment (CLINs 0012, 1012, 2012, 3012), CTST (CLINs 0013, 1013, 2013, 3013), and demonstration projects (CLINs 0014, 1014, 2014, 3014). However, the contractor's minimum cost incentive fee of 3% may be unilaterally reduced to 0% by the Contracting Officer if the contractor's actual costs exceed the target cost by greater than 10%.

The following shall form the basis of the contractor's cost incentive structure:

Term	Definition of Term	Center Operations	OA	CTS
Target Cost	Contractor's current contract year's estimated operations cost (i.e., that contract year's approved operations budget as shown on form 2181 within FMS), excluding fees, CRA (CLINs 0011, 1011, 2011, 3011), equipment (CLINs 0012, 1012, 2012, 3012), CTST (CLINs 0013, 1013, 2013, 3013), and	Base Year One:  Base Year Two:  Option Year One:  Option Year Two:  Option Year Three:	Base Year One:  Base Year Two:  Option Year One:  Option Year Two:  Option Year Three:	Base Year One:  Base Year Two:  Option Year One:  Option Year Two:  Option Year Three:

	demonstration projects (CLINs 0014, 1014, 2014, 3014).			
Actual Cost	The actual operations costs incurred by the contract as a result of contract performance (i.e., as shown on form 2110), excluding fees, CRA, equipment, CTST, and demonstration projects	Base Year One:  Base Year Two:  Option Year One:  Option Year Two:  Option Year Three:	Base Year One:  Base Year Two:  Option Year One:  Option Year Two:  Option Year Three:	Base Year One:  Base Year Two:  Option Year One:  Option Year Two:  Option Year Three:
Minimum Cost Incentive Fee	<p>Minimum Cost Incentive Fee = 3.0% of total direct and indirect costs, excluding fees, CRA, equipment, CTST, and demonstration projects.</p> <p><b>Please note that the minimum cost incentive fee operates in the same way as a fixed fee and therefore, the dollar amount of the minimum fee <u>does not</u> increase as the contractor's costs increase, unless approved by the Contracting Officer.</b></p> <p>Contractor's minimum cost incentive fee of 3% may be <u>unilaterally</u> reduced to 0% by the Contracting Officer if the contractor's actual costs exceed the target cost by greater than 10%.</p>	Base Year One:  Base Year Two:  Option Year One:  Option Year Two:  Option Year Three:	Base Year One:  Base Year Two:  Option Year One:  Option Year Two:  Option Year Three:	Base Year One:  Base Year Two:  Option Year One:  Option Year Two:  Option Year Three:
Maximum Cost Incentive	Maximum Cost Incentive Fee Possible = 4% of total direct	Base Year One:	Base Year One:	Base Year One:

Fee	and indirect costs, excluding fees, CRA, equipment, CTST, and demonstration projects.	Base Year Two:  Option Year One:  Option Year Two:  Option Year Three:	Base Year Two:  Option Year One:  Option Year Two:  Option Year Three:	Base Year Two:  Option Year One:  Option Year Two:  Option Year Three:
Target Cost Incentive fee  This is the cost incentive fee that the contractor earns if the contractor's actual costs are equal to the Target Cost	3.5% of total direct and indirect costs, excluding fees, CRA, equipment, CTST, and demonstration projects.	Base Year One:  Base Year Two:  Option Year One:  Option Year Two:  Option Year Three:  :	Base Year One:  Base Year Two:  Option Year One:  Option Year Two:  Option Year Three:	Base Year One:  Base Year Two:  Option Year One:  Option Year Two:  Option Year Three:
Cost Overrun  and Cost Underrun variances	<p>A cost overrun variance occurs when actual operations cost is more than the budgeted cost in a given contract year.</p> <p>A cost underrun variance occurs when actual operations cost is less than the budgeted cost in a given contract year.</p> <p>The contract year's variance will be reported on the form 2110.</p>			
Fee Adjustment Formula – used to calculate Cost Incentive Fee Earned	<p>Cost Sharing Ratio for cost overruns =</p> <p>50% Government / 50% Contractor</p> <p>Benefit Ratio for cost underruns =</p> <p>50% Government / 50% Contractor</p>			
Calculation of the Final	Final Cost Incentive Fee = Target Cost	Base Year One:	Base Year One:	Base Year One:

Cost Incentive Fee earned  (see Note 2)	Incentive Fee + /- (Cost Underrun or Cost Overrun variance * Contractor Share)  (see Note 2)	Base Year Two:  Option Year One:  Option Year Two:  Option Year Three:	Base Year Two:  Option Year One:  Option Year Two:  Option Year Three:	Base Year Two:  Option Year One:  Option Year Two:  Option Year Three:
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**Note 1:** In accordance with cost reporting requirements as found in Appendices 502 and 503 of the PRH.

**Note 2:** The Final Cost Incentive Fee earned will not be less than 3.0% of total direct and indirect costs (minimum cost incentive fee) and not more than 4% of total direct and indirect costs (maximum cost incentive fee). However, the Contractor's minimum cost incentive fee of 3.0% may be unilaterally reduced to 0% by the Contracting Officer if the contractor's Actual costs exceed the Target cost by greater than 10%.

**Examples of Cost Incentive Scenarios:**

*FACTS:* A contractor is awarded a contract with an estimated cost of \$10,000,000 for operations for Base Year One, excluding fees. The minimum cost incentive fee that the contractor will earn for operations under this contract for operations is \$300,000. The maximum cost incentive fee that the contractor could earn for operations is \$400,000. The target cost incentive fee that the contractor could earn for operations is \$350,000.

*Scenario #1:* If the actual costs for center operations during the base period were \$10,100,000, then the contractor would be responsible for absorbing 50% of that \$100,000 overrun or \$50,000. The Government would share in 50% or \$50,000 of the overrun. Therefore, the contractor would earn a total cost incentive fee of \$300,000, which is calculated as follows: \$350,000 target cost incentive fee, *less* \$50,000 cost overrun incentive fee, shared by operator *equals* net cost incentive fee of \$300,000.

*Scenario #2:* If the actual costs for center operations during the base period were \$9,900,000, then the contractor would benefit in 50% of the \$100,000 underrun or \$50,000. The Government would benefit 50% or \$50,000 as a result of the underrun or cost savings. Therefore, the contractor would earn a total cost incentive fee of \$400,000, which is calculated as follows: \$350,000 target cost incentive fee, *plus* \$50,000 cost savings incentive fee shared by operator *equals* net cost incentive fee of \$400,000.

*Scenario #3:* If the actual costs for center operations during the base period were \$9,000,000, then the total underrun would be \$1,000,000. Even though 50% of \$1,000,000 is \$500,000, the contractor would only benefit in \$50,000 of the \$500,000, because the maximum cost incentive fee the contractor can earn is \$400,000, which is calculated as follows: \$350,000 target cost incentive fee *plus* maximum possible incentive fee earned by achieving \$50,000 of the total cost savings operator *equals* net cost incentive fee of \$400,000.

*Scenario #4:* If the actual costs for center operations during the base period were \$11,000,000, then the total overrun would be \$1,000,000. Even though 50% of \$1,000,000 is \$500,000, the contractor would only share (or be responsible for absorbing) \$50,000 of the \$1,000,000 cost overrun, because the minimum cost incentive fee the contractor can earn is \$300,000, so long as the contractor's actual costs do not exceed the target cost by greater than 10%. The cost incentive fee is calculated as follows: \$350,000 target fee *less* \$50,000 maximum possible cost overrun shared by operator *equals* net cost incentive fee of \$300,000.

*Scenario #5:* If the actual costs for center operations during the base period were exactly \$10,000,000, then the total cost incentive that the contractor would earn for the base period under operation is \$350,000.

### **G.3.3 Billing and Payment of Fees:**

#### **Cost Incentive Fee:**

The contractor will be permitted to invoice the 3.0% minimum cost incentive fee (fixed fee) on a twice a monthly basis, to be included in the invoice described in Section G.5, Invoice Requirements. On its invoice, the contractor would invoice the total minimum cost incentive fee in equal increments. For example, if the estimated cost for operations during base year 1 (a 12-month period of performance) is \$12,000,000, then 3% of \$12,000,000 is \$360,000, and the contractor could include on each invoice 1/24th of \$360,000 or \$15,000.

Upon completion of the contract year, the Contracting Officer will determine the amount of cost incentive fee earned by the contractor, using the cost incentive fee calculation identified in the table above. If additional cost incentive fee is earned, above the minimum 3.0% which the contractor has already billed, the Contracting Officer will issue a bi-lateral contract modification to increase the estimated cost and funding on the contract's cost incentive fee line. Upon receipt of the modification, the contractor would include the additional cost incentive fee earned on the next monthly invoice. If there is no additional fee earned, the Contracting Office will advise the contractor accordingly.

As stated above, the contractor's minimum cost incentive fee of 3% may be unilaterally reduced to 0% by the Contracting Officer if the contractor's actual costs exceed the target cost by greater than 10%. If the contractor's cost incentive fee is reduced to 0%, the contractor shall be required to reimburse the Government for all cost incentive fee that was invoiced during the course of contract performance. This determination will be made by the Contracting Officer, upon completion of each contract year.

#### **Technical Performance Incentive Fee:**

Upon completion of the contract year, the Contracting Officer will utilize the Job Corps' Outcome Measurement System (OMS) data to evaluate the contractor's overall technical performance, based on achievement of Program Years' goals, and will determine the level of technical performance incentive fee earned by the contractor. The Contracting Officer will then issue a bi-lateral contract modification to increase the estimated cost and funding on the contract's technical performance incentive fee line if incentive fee is earned. Upon receipt of the modification, the contractor would include the technical performance incentive fee earned on the next monthly invoice. Performance Excellence Bonuses will be awarded at the end of the contract year as well. Please note that the contractor shall not invoice for any technical performance incentive fee or Performance Excellence Bonuses until the bi-lateral modification

has been awarded. If there is no additional fee earned, the Contracting Office will advise the contractor accordingly.

#### ***G.4 INDIRECT COSTS***

Indirect cost rates under this contract at the time of award are as follows:

Indirect Cost	Base of Allocation	Rate for each Contract Year				
		1	2	3	4	5
G&A	In accordance with contractor's negotiated and approved Indirect Cost Rate Agreement, also excluding CRA, equipment, and CTST.					
Overhead	Total Direct Salaries and Wages (including/ excluding fringe benefits)					
Applicable						
Not Applicable						

**Indirect Ceiling Rates or Ceiling Amounts** - The Contracting Officer will impose the contractor's general & administrative cost limitation (G&A ceiling) regarding the contract based on the documentation received. Please note that these "ceilings" do not exclude your organization from the responsibility of annually submitting an indirect cost rate proposal to the contractor's Cognizant Agency of the Federal Government to establish the final, approved indirect cost rate(s). These terms and conditions in the cost principles below are applicable to all awardees receiving funds from multiple sources. Organizations receiving funds from only one source do not need an indirect cost rate (ICR) approved.

**The contractor's G&A ceiling rate is \_\_\_\_ %.**

You are governed by one of the categories of cost principles listed below. Please comply with your cost principles as appropriate to your organization:

- (1) Private-for-Profit organizations - Federal Acquisition Regulation (FAR) Subparts 31 and 42.
- (2) State and local governments and Indian Tribal governments - OMB Circular A-87.
- (3) Educational Institutions - OMB Circulars A-21 and FAR 42.705-3.
- (4) Nonprofit organizations - OMB Circular A-122.

In order to avoid major audit problems, disallowed costs, and to receive timely reimbursement of indirect costs, contractors should take those necessary steps to comply with the clause 52.242-4, Certification of Final Indirect Costs, as well as the critical timeframes for submission of indirect cost proposals.

Note that the contractor must obtain approval from the Contracting Officer to reallocate planned expenses from direct cost budget line items to the indirect cost budget line item to accommodate higher approved indirect cost rates

### Support for Indirect Cost Claims

A copy of the indirect cost rate negotiation agreement will be requested to verify the

rate information (rate approved, type of indirect cost rate(s) approved, and allocation base) received from the Federal cognizant agency (Federal agency providing the preponderance of direct federal funds to the organization).

For billing purposes, indirect costs shall be calculated using the approved provisional rate, until a final rate is established and retroactively applied. In the absence of an approved provisional rate, a negotiated/proposed rate shall be used.

Temporary Billing Rate (TBR) – For those contractors that do not have a federally approved indirect cost rate, the Contracting Officer may negotiate a (TBR) to allow initial indirect cost claims for the first 90 days of award.

During these 90 days, the offeror must submit an acceptable indirect cost proposal to your Federal cognizant agency to obtain a provisional indirect rate. **Failure on your part to submit an indirect cost proposal within this 90 day period means that you shall not receive further reimbursement for your billing rate. Also, action may be taken to recoup all indirect costs already paid to you.**

It is important to point out that all organizations are to submit a final indirect cost proposal to its Federal Cognizant agency annually and within 180 days after the end of the organization's fiscal year.

If **DOL** is your Federal cognizant agency, proposals shall be sent to:

Chief, Division of Cost Determination (DCD)

U.S. Department of Labor, OASAM

200 Constitution Avenue, N.W., Room S-1510

Washington, D.C. 20210

Tel. (202) 693-4100

<http://www.dol.gov/oasam/programs/boc/costdeterminationguide/main.html>

### ***G.5 INVOICE REQUIREMENTS***

1. The contractor shall submit the original and one copy of the invoice claiming reimbursement for costs incurred directly to the COR for certification and forwarding to the cognizant payment office.

Invoices shall be submitted not more frequently than twice a month and costs invoiced shall be based on guidance provided in Appendix 502 and 503 of the PRH. Each invoice must contain, at a minimum, the following:

- a. Name of the business concern or agency preparing invoice;
- b. Date invoice is prepared;
- c. Contract number;

- d. Service performance period (to and from dates);
  - e. Operations and/or CRA amounts requesting reimbursement during the service period; and
  - f. Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
2. Contractors shall have available at all times and when requested, shall provide CORs with supporting documentation sufficient to substantiate costs incurred.
  3. Certification must be made that the amount vouchered does not exceed the amount of funds available in the contract.
  4. Standard Form 1034 shall be used for invoicing purposes and may be obtained at [www.gsa.gov](http://www.gsa.gov). Each invoice shall be numbered consecutively and shall include costs, G&A, fixed and incentive fees (if any) incurred for the period; along with an accompanying worksheet as backup for monthly and cumulative total costs, G&A and total cumulative fees incurred.
  5. For the purpose of this contract, the COR is hereby designated the authorized representative for the Contracting Officer for processing provisional payment of invoices, except that the final invoice shall be forwarded to the Contracting Officer. The right to formally determine whether costs are allowable, disallowable, or should be suspended is not re-delegated, but is reserved for the Contracting Officer.

#### ***G.6 INTERPRETATION OR MODIFICATIONS***

No oral statement of any person and no written statement of anyone other than the Contracting Officer shall modify or otherwise affect the terms or meaning of this contract. All requests for interpretations, modifications, or changes shall be made in writing to the Contracting Officer.

#### ***G.7 STUDENT PER YEAR COST AND PER DAY COST***

The Student Per

<b>Period of Performance</b>	<b>Total Estimated Cost (excluding OA, CTS, CRA, equipment, and CTST)</b>	<b>OBS</b>	<b>Student Per Year Cost (Total Estimated Cost/OBS)</b>	<b>Student Per Day Cost (Student Per Year Cost/365*15%)</b>
Base Year One:	\$			
Base Year Two:	\$			
Option Year One:	\$			
Option Year Two:	\$			
Option Year Three:	\$			
Average	\$			

Year Cost and Per Day Cost in whole dollars are as follows:

***G.8 LIQUIDATED DAMAGES FOR FAILURE TO COMPLY WITH REGULATIONS FOR SEPARATING STUDENTS/ISSUING LEAVES***

The contractor agrees to comply with the current requirements for separating students from the program, to prevent artificially extending enrollment in violation of Job Corps requirements, and/or authorizing Invalid Leave Days. The contractor agrees further that the refundable cost to the Government for each day a student is improperly retained (counted in the reported on-board strength), or granted invalid leave, is 15% of the Student Per Day Cost. This amount is identified for each contract year in Section G.7 of this contract, Student Per Year Cost and Per Day Cost. This “Per Day Cost” is then multiplied by the total number of Invalid Days.

If the annual student cost is not stated for any given year, it shall be computed by dividing the total contract amount for the year by the total planned average on-board strength.

Please note that this clause is also applicable to circumstances where the contractor fails to properly separate a student from the program as a result of student misconduct.

***G.9 LIQUIDATED DAMAGES FOR INELIGIBLE ENROLLMENT***

PLEASE NOTE THAT THIS CLAUSE ONLY APPLIES TO CONTRACTS WITH AN OUTREACH AND ADMISSIONS COMPONENT.

The contractor agrees to comply with the current requirements for eligible enrollments. The contractor agrees that it will refund the Government for costs associated with an ineligible enrollment, which may include the cost to the Government for each day a student is improperly enrolled in the program (counted in the reported on-board strength). The contractor agrees further that the refundable cost to the Government for each day a student was improperly present in the program (counted in the reported on-board strength), is 15% of the Student Per Day Cost. This “Per Day Cost” is then multiplied by the total number of days in which the ineligible student was in the program.

If the annual student cost is not stated for any given year, it shall be computed by dividing the total contract amount for the year by the total planned average on-board strength.

***G.10 LIQUIDATED DAMAGES FOR PLACEMENTS FOUND TO BE INVALID***

PLEASE NOTE THAT THIS CLAUSE ONLY APPLIES TO CONTRACTS WITH A CAREER TRANSITION SERVICES COMPONENT

The contractor shall be held financially responsible for the costs associated with placements found to be invalid, and shall be required to reimburse the Government in the amount of \$750 per invalid placement.

***G.11 LIQUIDATED DAMAGES FOR MISREPORTED ACADEMIC AND CAREER TECHNICAL TRAINING CREDITS***

The contractor shall be held liable for any and all Academic (HSE /HSD) or Career Technical Training Completion credits that are determined to be invalid. The contractor shall be required to reimburse the government \$200 for each misreported HSE /HSD, \$500 for each misreported Career Technical Completion and \$1,000 for each combination. Disallowed credit as part of a combination = \$300 incentive + amount for disallowed credit (\$200 or \$500, as applicable).

## ***G.12 FAILURE TO COMPLY WITH CONTRACT TERMS***

The contractor shall be held liable for failure to comply with the terms of the contract, including any fraudulent activity resulting from the actions of the contractor or contract staff in accordance with the following clauses, incorporated by reference:

Clause Database	Clause Number	Clause Title
FAR	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)
FAR	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)

## **H - Special Contract Requirements**

### ***H.1 CONTRACTOR'S GENERAL RESEARCH COSTS***

It is specifically agreed that no part of the costs of the contractor's sponsored independent general research program shall be charged directly or indirectly to this contract.

### ***H.2 PAYMENT OF ROYALTIES***

Payments by the contractor of any sum for royalties or patent rights not included in the ordinary purchase price of standard commercial supplies shall not constitute items of allowable cost hereunder, unless and until approved by the Contracting Officer. Reimbursement to the contractor on account of any such payments shall not be construed as an admission by the Government of the enforceability, validity, scope, or title to any of the patents involved, nor shall any such reimbursement constitute a waiver of any rights or defenses respecting such patents.

### ***H.3 DUPLICATION OF EFFORT***

The contractor hereby certifies that costs of work to be performed under this contract and any subcontracts hereunder are not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The contractor shall include the provisions of this paragraph in every subcontract issued hereunder which exceeds \$2,500. The contractor agrees to advise the Contracting Officer in writing of any other Government contract or subcontract it has performed, or is performing, which involves work directly related to the purpose of this contract.

### ***H.4 OTHER CONTRACTORS***

The Government may undertake or award other contracts for the same, essentially similar, or related work, and the contractor shall fully cooperate with such other contractors and with Government employees. The contractor shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by Government employees.

### ***H.5 TRAVEL AND PER DIEM***

All travel and per diem charges shall be in accordance with Federal Travel Regulations or those of the contractor, whichever is more restrictive. Current Federal Travel Regulations may be obtained from the Contracting Officer or at the following website: <http://www.gsa.gov>.

## ***H.6 WAGE COMPARABILITY***

A. The contractor agrees: (1) to pay at least the prevailing applicable Federal minimum wage (refer to Section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended); and (2) that DOL shall reimburse for compensation in excess of the minimum only to the extent that such compensation does not exceed the standards set forth for reasonableness thereof in the applicable Cost Principles (FAR 31.2). In general, compensation should be limited to an amount that does not exceed the wage or salary payable to persons providing substantially similar services in the area where the program is being carried out, or the area of the particular employee's immediately preceding employment, whichever is higher.

B. As appropriate and required, the contractor shall pay Davis-Bacon and/or Service Contract prevailing wages and ensure that subcontractors follow those provisions. The contractor is liable for costs if wages are being paid below the prevailing rates. Contractor shall include the applicable Davis Bacon Wage Determination in subcontracts that utilize CRA funding for construction that is substantial and segregated (FAR Part 22.402) and classified as construction subject to Davis Bacon as defined in FAR 52.222-6. Contracts shall also ensure that they are incorporating the prevailing Davis Bacon Wage Determination as of the day that the subcontract is awarded. See attachment J.17 for the Davis Bacon Wage Determination that is applicable to the center as of the day that the contract is awarded.

## ***H.7 SERVICE CONTRACT ACT OF 1965, AS AMENDED***

A. The Service Contract Act of 1965 is not applicable to contracts for the operation and management of Job Corps centers. However, subcontracts awarded by contractors operating and managing Job Corps centers are subject to the Act to the same extent and under the same conditions as contracts made directly by the U.S. Department of Labor. Employees of the prime contractor who perform Outreach and Admissions and/or Career Transition Services are also exempt from the Service Contract Act.

B. Subcontracts awarded by contractors operating and managing Job Corps centers shall include FAR clause 52.222-41, in FAR 22.10, with such modifications as would otherwise be inappropriate had the clause been included in the prime contract.

C. In order that the requirements of FAR 22.10 may be complied with, the contractor shall notify the Contracting Officer not less than 45 days prior to issue of any invitation for bids or requests for proposals, or commencement of negotiations for any subcontract exceeding \$2,500, which may be subject to the Act.

D. The U.S. Department of Labor is responsible for obtaining prevailing wage rates for service-type subcontracts and shall make applicable wage rates a part of this contract.

E. Prime and/or subcontractors shall provide the Contracting Officer with a copy of any collective bargaining agreements affecting this contract, in accordance with FAR 22.1008-2.

## ***H.8 NONDISPLACEMENT OF QUALIFIED WORKERS UNDER SERVICE CONTRACTS (EXECUTIVE ORDER 13495 - JANUARY 30, 2009)***

A. Consistent with the efficient performance of this contract, the contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors shall determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b), there shall be no

employment opening under this contract, and the contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

The contractor and its subcontractors shall make an express offer of employment to each employee as provided herein and shall state the time within which the employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than 10 days.

B. Notwithstanding the obligation under paragraph (a) above, the contractor and any subcontractors: (1) may employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge; (2) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act of 1965, as amended, 41 U.S.C. 357(b); and (3) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

C. In accordance with Federal Acquisition Regulation 52.222-41(n), the contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The Contracting Officer will provide the list to the successor contractor, and the list shall be provided on request to employees or their representatives.

D. If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in Executive Order No.13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

E. In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract shall also include provisions to ensure that the subcontractor will provide the contractor with the information about the employees of the subcontractor needed by the contractor to comply with paragraph 5(c), above. The contractor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for noncompliance, provided, however, that if the contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the contractor may request that the United States enter into such litigation to protect the interests of the United States.

## ***H.9 WITHHOLDING***

The Contracting Officer shall, upon his/her own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements that is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers employed by the contractor or any subcontractor, the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States

Housing Act of 1937 or the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Contracting Officer may, after written notice to the prime contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### ***H.10 POLITICAL ACTIVITY***

The contractor agrees that it shall not perform or permit any political propagandizing in connection with the performance of this contract. The contractor's employees, volunteers, and trainees shall not be assigned to conduct political activities or instruction. Funds under this contract shall be used exclusively for performance of the work required under this contract. No funds made available under this contract shall be used to promote any political activities.

#### ***H.11 RESTRICTIONS ON CONTRACTOR'S LEGISLATIVE INFLUENCE ACTIVITY***

The salary or expenses of anyone engaged in any activity designed to influence legislation or appropriations pending before the Congress shall not be an allowable cost under this contract.

#### ***H.12 CONTRACT IDENTIFICATION NUMBER***

The contractor agrees to refer to and apply the identifying number of this contract on all correspondence, communications, reports, vouchers, and all other data concerning this contract, or delivered hereunder.

#### ***H.13 SUBMISSION OF CORRESPONDENCE***

All correspondence relating to contractual aspects shall be directed to the attention of the Contracting Officer at the address listed on the face sheet of this contract.

#### ***H.14 AUTHORIZATION AND CONSENT FOR USE OF PATENT***

The Government hereby gives its authorization and consent for all use and manufacture of any invention described in, and covered by, a patent of the United States in the performance of this contract or any part hereof or any amendment thereto or any subcontract hereunder (including any lower-tier subcontract).

#### ***H.15 PATENT RIGHTS***

A. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived, or for the first time actually or constructively reduced to practice, by the contractor or its employees, in the course of, in connection with, or under the terms of, this contract, the contractor shall immediately give the Contracting Officer written notice thereof and shall promptly thereafter furnish the Contracting Officer complete information thereon; and the Contracting Officer shall have the sole and exclusive power to determine whether or not, and where, a patent application shall be filed, and to determine the disposition of all rights in such invention, improvement, or discovery, including title to, and rights under, any patent application or patent that may issue thereon. The determination of the Contracting Officer on all these matters shall be accepted as final and the provisions of the clause of this contract entitled "Disputes" shall not apply; and the contractor agrees that it shall, and warrants that all of its employees who may be the inventors shall, execute all documents and do all things necessary or proper to effectuate such determination.

B. Except as otherwise authorized in writing by the Contracting Officer, the contractor shall obtain patent agreements to effectuate the provisions of this clause from all persons who perform any part of the work under this contract, except such clerical and manual labor personnel as shall have no access to technical data.

C. Except as otherwise authorized in writing by the Contracting Officer, the contractor shall insert in each subcontract having experimental, developmental, or research work as one of its purposes provisions making this clause applicable to the subcontractor and its employees.

D. If the Government obtains patent rights pursuant to this clause of this contract, the contractor shall be offered license rights thereto on terms at least as favorable as those offered to any other firm.

E. In the event no inventions, improvements, or discoveries (whether or not patentable) are made or conceived, or for the first time actually or constructively reduced to practice by the contractor or its employees in the course of, in connection with, or under the terms of, this contract, the contractor shall so certify to the Contracting Officer before final payment hereunder.

F. If the contractor is permitted to file patent applications pursuant to this clause, the following statement shall be included within the first paragraph of the specification of any patent application or patent:

"The invention described herein was made in the course of, or under, a contract with the U.S. Department of Labor..."

#### ***H.16 ELIMINATION OF SEXIST LANGUAGE AND ARTWORK***

All written materials issued by a contractor shall conform to the following guidelines for eliminating sexist language and artwork:

A. Avoid the use of sex references in job titles. Titles should conform to the Census Bureau's occupational classification system and the 1992 edition of the Dictionary of Occupational Titles, and the O-Net System.

- Longshore workers instead of longshoremen.

B. Avoid the use of male and female gender work forms.

- Aviator to include men and women Demonstrations, not aviatrix.

C. Include both sexes by using terms that refer to people as a whole.

- Human beings or people instead of mankind.

D. Avoid the use of masculine and feminine pronouns or adjectives in referring to a hypothetical person or people in general. Example: The average American worker spends 20 years of his life in the work force. Sentences such as this can be changed in the following ways:

- Reword to eliminate unnecessary gender pronouns and adjectives: The average American worker spends 20 years in the workforce
- Recast into the plural. Most Americans spend 20 years of their lives in the work force.
- Replace the masculine or feminine pronoun or adjective with "one," "you," "he or she," "her or him," or "his or her." An average American spends 20 years of his or her life in the work force.

E. Refer to both men and women in such generic terms as economist, doctor, and lawyer. Identify sex through the use of pronouns.

- The lawyer made her final summation.

F. Avoid the use of stereotyped terms or expressions such as "man-sized" job.

- Employee-years and employee-hours (or staff-hours) instead of man-years and man-hours.

G. The use of artwork in publications should conform to the following guidelines:

- Strive to use racially and sexually balanced designs.
- Depict both men and women in artwork on general subject matters
- Show men and women in a variety of roles in photographs, illustrations, and drawings. For example, show men and women as managers and skilled laborers.

### ***H.17 TITLES TO STUDIES***

The contractor agrees that all studies, evaluations, proposals, and data produced or developed in the performance of this contract for which reimbursement is appropriate hereunder shall become the property of the Government. This provision does not preclude the contractor from seeking copyright of materials, other than those described above, such as teaching material and curricula.

### ***H.18 PRINTING AND DUPLICATING***

This clause is applicable to all contracts that require printing/duplicating services as part of the contractor's performance.

The contractor shall comply with all duplicating and printing regulations issued by the Joint Committee on Printing under the authority of sections 103.501 and 502, Title 44, United States Code. The term "duplicating" as used herein means material produced on single unit duplicating equipment not larger than 11 by 17 inches and which have a maximum image of 10 3/4 by 14 1/4 inches, using direct image plates not requiring the use of negatives. The term "printing" as used herein shall be construed to include and apply to the process of composition, plate-making, presswork, binding, and microform. If required by the Contracting Officer, the contractor may duplicate up to a maximum of 5,000 copies of one page or 25,000 copies in the aggregate of multiple pages.

The contractor shall not provide duplicating in excess of the quantities stated above or provide printing without the written authorization of the Joint Committee on Printing. Such authorization may be obtained from the Contracting Officer through the Department Printing Officer. Nothing in this clause shall preclude the procurement of writing, editing preparation of manuscript copy, and preparation of related illustrative material.

### ***H.19 DISPOSITION OF DATA AND COPYRIGHTS***

A. The terms "subject data," "contract," and "contractor," as used herein are defined as follows: (i) "Subject Data" includes writing, sound recordings, pictorial reproduction, drawings, or other graphical representations, and works of any similar nature (whether or not copyrighted) which are specified to be delivered under this contract. The term does not include financial reports, cost analyses, and similar information incidental to contract administration; (ii) "Contract" includes contract, subcontract, agreement, and sub-agreement; (iii) "Contractor" includes any party with whom the Government enters a contract.

B. Subject to the provision of paragraph C below, the Government may duplicate, use, and disclose in any manner and for any purpose whatsoever, and have others so do, all subject data delivered under this contract.

C. The contractor agrees to and does hereby grant to the Government and to its officers, agents, and employees acting within the scope of their duties, a royalty-free, nonexclusive and irrevocable license

throughout the world, to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so, all subject data now or hereafter covered by copyright; provided that, with respect to such subject data not originated in the work furnished under this contract but which is incorporated in the work furnished under this contract, such license shall only be to the extent that the contractor, its employees, or an individual or concern employed or assigned by the contractor to originate and prepare such data under this contract, has, or prior to completion or final settlement of this contract, may acquire the right, or grant such license, without becoming liable to pay compensation to others solely because of such grant.

D. The contractor shall exert all reasonable effort to advise the Contracting Officer, at the time of delivery of the subject data furnished under this contract, of all portions of such data copied from work not composed or produced in the performance of this contract and licensed under this clause; provided that, if such subject data is included, evidence shall be submitted by the contractor of the copyright owner's consent to the use of such subject data by the contractor. In the absence of such consent, the contractor agrees not to furnish such subject data.

E. The contractor shall report to the Contracting Officer promptly and in reasonably written detail, each notice of claim of copyright infringement received by the contractor with respect to all subject data delivered under this contract.

F. The contractor shall indemnify and save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this contract; or (ii) based upon any libelous or other unlawful matter contained in such data.

G. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

H. The contractor shall not affix any restrictive markings upon any subject data, and if such markings are affixed, the Government shall have the right at any time to modify, remove, obliterate, or ignore any such markings.

I. The contractor further agrees not to publish, have published, or otherwise disseminate any information of whatever nature resulting from the work being performed under this contract except as may be approved by the Department's Contracting Officer hereunder.

J. The contractor agrees that the Department's contracting officer hereunder shall determine the disposition of the title to any rights under any copyright secured by the contractor or its employees on copyrightable materials developed under this contract.

K. Contractor agrees to preserve for a period of 36 months and, upon request of the Contracting Officer, make available to the Government for use, all scientific and technical information, data, and know-how of any nature developed in performance of this contract and in connection with the contractor's activities on or related to this contract, regardless of whether such information, data, and know-how was delivered and/or deliverable under the terms and provisions of this contract.

#### ***H.20 DISPOSITION OF MATERIAL***

Upon termination or completion of all work under this contract, the contractor shall prepare for shipment, deliver F.O.B. destination, or dispose of all materials received from the Government and all residual materials produced in connection with the performance of this contract as may be directed by the Contracting Officer, or as specified in other provisions of this contract. All materials produced or required to be delivered under this contract become and remain the property of the Government.

## ***H.21 CONSULTANTS***

A. Consultant(s) hired to perform under this contract may be compensated at a rate for time actually worked or at a fixed price for performance of a specific task, or at nominal compensation in accordance with the contractor's policies. Written approval from the Contracting Officer must be obtained before a consultant is hired, regardless of contract type (hourly or fixed price).

B. The amount or rate of payment shall be determined on a case-by-case basis taking into account the level and difficulty of the work to be performed, the qualifications of the expert or consultant, the pay rates of comparable individuals performing similar work in Federal or non-Federal sectors, and the availability of qualified candidates.

In no event shall a consultant's allowable rate for any one day exceed the daily equivalent of the highest rate payable under the General Schedule or, if warranted, the highest rate under the Senior Level pay schedule. For consultants hired under the General Schedule, the daily rate is computed by dividing the annual GS-15, step 10, rate (excluding locality pay) by 2087 hours to find the hourly rate of pay and multiplying the hourly rate of pay by 8 hours. Current General Schedule pay rates may be found on the Office of Personnel Management website at <http://www.opm.gov/oca>. The same method shall be used to determine the daily rate for consultants hired under the Senior Level pay schedule. The current Senior Level pay schedule may be found at: <http://www.opm.gov/oca>.

The daily rate is exclusive of travel and per diem cost which may be added to the allowable consultant's rate.

C. The contractor shall maintain a written report for the files of the results of all consultants charged to this contract. This report must include, as a minimum: (1) The consultant's name, dates, hours, and amounts charged to the contract; (2) the names of the contractor's staff to which the services are provided; and (3) the result of the subject matter of the consultation.

## ***H.22 RENTAL COST OF FACILITIES***

The contractor shall request the approval of the Contracting Officer's Representative prior to incurring costs for any rental facilities beyond those specified in this contract.

## ***H. 23 CLOSE-OUT PACKAGE***

The Contractor has an obligation to initiate the closeout process with the Government. Within ninety (90) calendar days of contract expiration, the Contractor shall provide to the Contracting Officer the following documents:

- The forms necessary for contract closeout should be requested at the time of the contract expiration from the Contracting Officer. These forms will require a cost breakdown of revenue and expenditures under the contract, release for accountable property, final indirect cost rate agreements, and other information peculiar to the contract.
- A draft final invoice for final expenses billable to the contract, or
- A check to the Government for overpayments. The document should identify the contract number, and year from the contract for which the funds are being returned.

Pursuant to the terms of FAR 52.216-7(2)(i), Allowable Cost and Payments, final indirect cost rates must be requested by the contractor from its Cognizant Federal audit agency (CAA) no later six (6) months after the close of each of the Contractor's fiscal years. After the Contractor has received final indirect rates from its CAA, the Contractor has 120 calendar days to submit a revised final invoice to the Contracting Officer for the Contract Years covered by the final indirect cost rate agreement.

Failure to comply with the timeframes mentioned above may negatively impact the contractor's past performance. A closeout notification letter, documents, and instructions will be provided by the Government upon request.

#### ***H.24 ANNUAL CLOSEOUT OF CONTRACT COSTS***

In accordance with FAR 52.216-7(d) and 42.705, the contractor shall submit its final annual indirect cost rates to the Contracting Officer within 120 days after settlement of the rates with the Contractor's cognizant audit agency. The Contractor shall also submit a settlement invoice, or voucher, reflecting the settled amounts and rates for the Contract periods covered by the final audited rates. Failure to submit a settlement invoice may result in the Contracting Officer making a final determination of costs and reflect this delinquency on the past performance record.

#### ***H. 25 COMPLIANCE WITH NONDISCRIMINATION AND EQUAL OPPORTUNITY LAWS***

The assurance at 29 CFR 37.20(a) (1) is incorporated by reference into this contract. The assurance provides that the contractor will comply fully with the nondiscrimination and equal opportunity provisions of the following statutes:

- A.** Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
- B.** Section 504 of the Rehabilitation Act of 1964, as amended, which prohibits discrimination against qualified individuals with disabilities;
- C.** The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- D.** Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The contractor also assures that it will comply with 29 CFR part 37 and all other regulations implementing the statutes listed above. This assurance applies to the contractor's operation of, or provision of services to, a Job Corps center, program, or activity, and to all subcontracts entered into by the contractor to carry out the Job Corps program or activity, or its operation of the center. The contractor understands that the United States has the right to seek judicial enforcement of this assurance.

#### ***H.26 IDENTIFICATION OF SUBCONTRACTING OPPORTUNITIES***

Each solicitation issued under this contract shall include language that clearly indicates that it is a subcontracting opportunity with the contractor. This is intended to ensure that potential bidders understand that solicitations issued in support of this contract are subcontracting opportunities with the contractor rather than prime contracting opportunities with the Department of Labor. For those solicitations posted through the Government Point of Entry, Federal Business Opportunities (FBO.gov), the contractor shall include the following statement: **"THIS IS A SUBCONTRACTING OPPORTUNITY"**. In addition, the signature block for the posting shall identify the name of the purchasing agent, the name of the contractor and the name of the Job Corps center.

#### ***H.27 LIMITS ON COMPENSATION***

No Job Corps funds shall be provided to pay compensation to any individual, either as a direct cost or as an indirect cost, or proration at a rate in excess of the Executive Level I pay rate. (Applicable Executive Pay Schedules are available at: <https://www.opm.gov/policy-daaf->

[oversight/pay-leave/salaries-wages](#). Proration means that the amount charged for a less than full-time employee cannot exceed an annualized rate equal to the authorized Executive Level 1 rate. Compensation is defined as salaries and cash bonuses exclusively. This does not include fringe benefits. This applies to all functions within the Job Corps contract, including subcontracted services.

## ***H.28 KEY PERSONNEL***

The personnel specified below or in attachment to this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause.

(1) Center Director

## ***H.29 CONFLICT OF INTEREST CERTIFICATIONS***

Contractors must develop and implement policies to ensure conflicts of interest do not exist between the company's contracting officials and/or senior leadership and the principles of the intended subcontractor. This certification must be maintained as a part of the official contract file. The Contractor's procurement policies must include this provision and be submitted to the Contracting Officer's Representative and Contracting Officer for review and approval within 90 days of contract award.

## ***H.30 REVIEW AND APPROVAL OF STAFF DEVELOPMENT AND INCENTIVES***

Within 40 days of contract award, the contractor shall present to the Contracting Officer's Representative for review and approval, a narrative detailing what efforts the contractor will make to develop, retain, and reward staff. The contractor shall include the specific incentives will be provided and how these may be earned. In addition, the contractor shall include what specific positions will be eligible for an incentive payment, the total amount of the potential incentive, the timetable for such payment, and whether or not such payments will be charged to this contract. Incentives that are charged to the contract shall not be paid without prior approval of the Contracting Officer's Representative.

## **I - Contract Clauses**

### ***52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)***

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer shall make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/far/>

### **FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

Clause Database	Clause Number	Clause Title
FAR	52.202-1	Definitions. (NOV 2013)
FAR	52.203-3	Gratuities. (APR 1984)
FAR	52.203-5	Covenant Against Contingent Fees. (MAY 2014)
FAR	52.203-6	Restrictions on Subcontractor Sales to the Government. (SEP 2006)
FAR	52.203-7	Anti-Kickback Procedures. (MAY 2014)

FAR	52.203-12	Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)
FAR	52.203-13	Contractor Code of Business Ethics and Conduct. (OCT 2015)
FAR	52.203-14	Display of Hotline Poster(s). (OCT 2015)
FAR	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)
FAR	52.204-9	Personal Identity Verification of Contractor Personnel. (JAN 2011)
FAR	52.207-3	Right of First Refusal of Employment. (MAY 2006)
FAR	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015)
FAR	52.215-2	Audit and Records - Negotiation. (OCT 2010)
FAR	52.215-8	Order of Precedence - Uniform Contract Format. (OCT 1997)
FAR	52.215-14	Integrity of Unit Prices. (OCT 2010)
FAR	52.215-15	Pension Adjustments and Asset Reversions. (OCT 2010)
FAR	52.215-17	Waiver of Facilities Capital Cost of Money. (OCT 1997)
FAR	52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (JUL 2005)
FAR	52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications. (OCT 2010)
FAR	52.215-23	Limitations on Pass-Through Charges. (OCT 2009)
FAR	52.216-7	Allowable Cost and Payment. (JUN 2013)
FAR	52.217-8	Option to Extend Services. (NOV 1999)
FAR	52.217-9	Option to Extend the Term of the Contract. (MAR 2000)
FAR	52.222-1	Notice to the Government of Labor Disputes. (FEB 1997)
FAR	52.222-2	Payment for Overtime Premiums. (JUL 1990)
FAR	52.222-3	Convict Labor. (JUN 2003)
FAR	52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation. (MAY 2014)
FAR	52.222-6	Construction Wage Rate Requirements. (MAY 2014)
FAR	52.222-7	Withholding of Funds. (MAY 2014)
FAR	52.222-8	Payrolls and Basic Records. (MAY 2014)
FAR	52.222-9	Apprentices and Trainees. (JUL 2005)
FAR	52.222-10	Compliance with Copeland Act Requirements. (FEB 1988)
FAR	52.222-11	Subcontracts (Labor Standards). (MAY 2014)
FAR	52.222-12	Contract Termination - Debarment. (MAY 2014)
FAR	52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations. (MAY 2014)
FAR	52.222-14	Disputes Concerning Labor Standards. (FEB 1988)
FAR	52.222-15	Certification of Eligibility. (MAY 2014)
FAR	52.222-16	Approval of Wage Rates. (MAY 2014)
FAR	52.222-17	Nondisplacement of Qualified Workers. (MAY 2014)
FAR	52.222-21	Prohibition of segregated facilities. (APR 2015)
FAR	52.222-26	Equal Opportunity. (APR 2015)
FAR	52.222-37	Employment Reports on Veterans. (OCT 2015)
FAR	52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)
FAR	52.222-41	Service Contract Labor Standards. (MAY 2014)
FAR	52.222-50	Combating Trafficking in Persons. (MAR 2015)
FAR	52.222-51	Exemption From Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements. (MAY 2014)
FAR	52.222-53	Exemption From Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements. (MAY 2014)
FAR	52.222-54	Employment Eligibility Verification. (OCT 2015)
FAR	52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (SEP 2013)
FAR	52.223-3	Hazardous Material Identification and Material Safety Data. (JAN 1997)
FAR	52.223-5	Pollution Prevention and Right-to-Know Information. (MAY 2011)
FAR	52.223-6	Drug-Free Workplace. (MAY 2001)
FAR	52.223-10	Waste Reduction Program. (MAY 2011)
FAR	52.223-12	Refrigeration Equipment and Air Conditioners. (MAY 1995)
FAR	52.223-15	Energy Efficiency in Energy-Consuming Products. (DEC 2007)
FAR	52.223-16	Acquisition of EPEAT(R)-Registered Personal Computer Products. (OCT 2015)

FAR	52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts. (MAY 2008)
FAR	52.224-1	Privacy Act Notification. (APR 1984)
FAR	52.224-2	Privacy Act. (APR 1984)
FAR	52.225-1	Buy American - Supplies. (MAY 2014)
FAR	52.225-13	Restrictions on Certain Foreign Purchases. (JUN 2008)
FAR	52.227-1	Authorization and Consent. (DEC 2007)
FAR	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement. (DEC 2007)
FAR	52.227-14	Rights in Data-General. (MAY 2014)
FAR	52.228-7	Insurance - Liability to Third Persons. (MAR 1996)
FAR	52.228-8	Liability and Insurance - Leased Motor Vehicles. (MAY 1999)
FAR	52.230-2	Cost Accounting Standards. (OCT 2015)
FAR	52.230-3	Disclosure and Consistency of Cost Accounting Practices. (OCT 2015)
FAR	52.230-6	Administration of Cost Accounting Standards. (JUN 2010)
FAR	52.232-9	Limitation on Withholding of Payments. (APR 1984)
FAR	52.232-17	Interest. (MAY 2014)
FAR	52.232-18	Availability of Funds. (APR 1984)
FAR	52.232-22	Limitation of Funds. (APR 1984)
FAR	52.232-23	Assignment of Claims. (MAY 2014)
FAR	52.232-25	Prompt payment. (JUL 2013)
FAR	52.232-33	Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)
FAR	52.232-34	Payment by Electronic Funds Transfer - Other than Central Contractor Registration. (MAY 1999)
FAR	52.233-1	Disputes. (MAY 2014)
FAR	52.233-3	Protest after Award. (AUG 1996)
FAR	52.233-4	Applicable Law for Breach of Contract Claim. (OCT 2004)
FAR	52.237-2	Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)
FAR	52.237-3	Continuity of Services. (JAN 1991)
FAR	52.237-7	Indemnification and Medical Liability Insurance. (JAN 1997)
FAR	52.242-1	Notice of Intent to Disallow Costs. (APR 1984)
FAR	52.242-2	Production Progress Reports. (APR 1991)
FAR	52.242-3	Penalties for Unallowable Costs. (MAY 2014)
FAR	52.242-4	Certification of Final Indirect Costs. (JAN 1997)
FAR	52.242-13	Bankruptcy. (JUL 1995)
FAR	52.243-2	Changes - Cost-Reimbursement. (AUG 1987)
FAR	52.244-2	Subcontracts. (OCT 2010)
FAR	52.244-5	Competition in Subcontracting. (DEC 1996)
FAR	52.244-6	Subcontracts for Commercial Items. (OCT 2015)
FAR	52.245-1	Government Property. (APR 2012)
FAR	52.245-9	Use and Charges (APR 2012)
FAR	52.246-25	Limitation of Liability - Services. (FEB 1997)
FAR	52.249-6	Termination (Cost-Reimbursement). (MAY 2004)
FAR	52.249-14	Excusable Delays. (APR 1984)
FAR	52.251-1	Government Supply Sources. (APR 2012)
FAR	52.251-2	Interagency Fleet Management System Vehicles and Related Services. (JAN 1991)
FAR	52.253-1	Computer Generated Forms. (JAN 1991)

#### **52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (OCT 2015)**

(a) *Definitions.* As used in this clause:

*Executive* means officers, managing partners, or any other employees in management positions.

*First-tier subcontract* means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for

materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

*Month of award* means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

*Total compensation* means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information.

(d)(1) *Executive compensation of the prime contractor.* As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if-

(i) In the Contractor's preceding fiscal year, the Contractor received-

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

(2) *First-tier subcontract information.* Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$30,000 or more, the Contractor shall report the following information at <http://www.fsrs.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) *Executive compensation of the first-tier subcontractor.* Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-

tier subcontract with a value of \$30,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsrs.gov>, if-

(i) In the subcontractor's preceding fiscal year, the subcontractor received-

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$30,000 to avoid the reporting requirements in paragraph (d) of this clause.

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

(End of clause)

#### **52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters. (JUL 2013)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

**52.215-19 Notification of Ownership Changes. (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

**52.222-35 Equal Opportunity for Veterans. (OCT 2015)**

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

**52.222-36 Equal Opportunity for Workers with Disabilities. (JUL 2014)**

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

**52.252-4 Alterations in Contract. (APR 1984)**

Portions of this contract are altered as follows:

NONE

(End of clause)

**J - List of Documents, Exhibits and Other Attachments**

***LIST OF ATTACHMENTS***

<b>Attachment Number</b>	<b>Title</b>
J-1	COST DETAIL TEMPLATE
J-10	Roswell PropertySummaryRpt
J-10	Roswell MasterPropertyRpt
J-11	Roswell Inventory Estimate
J-12	Utilities and Fuel Usage
J-13	Roswell National Staff Compensation Report Data
J-17	Roswell Davis Bacon Wage Determinations
J-18	Service Contract Act WD 2005 2511 12 29 2015
J-2	Statement of Financial Capability (ETA 8554)
J-3	FINANCIAL DISPLAY BY YEAR (ETA 2110 CENTER FORMAT)
J-4	STAFFING CHART
J-5	CAREER TECHNICAL SKILLS TRAINING (CTST)
J-6	SUBCONTRACTING PLAN SUMMARY SHEET
J-7	PAST PERFORMANCE QUESTIONAIRE
J-8	Standard Form 1413 - Statement and Acknowledgement
J-9	Roswell Facility Survey 2015 Vol1
J-9	Roswell Site Map
J-9	Roswell Facility Survey 2015 Vol2

Web-Based Attachments

J-16 Performance Report Cards available at:

[http://www.jobcorps.gov/AboutJobCorps/performance\\_planning.aspx](http://www.jobcorps.gov/AboutJobCorps/performance_planning.aspx)

- OMS 10 Center Report Card
- OA OMS 10 – Outreach/Admissions Report Card (if applicable)
- CTS OMS 10 – Career Transition Services Report Card (if applicable)

The following reports are available on request:

- MPO35 – Monthly Center Summary Report
- MSO 20 – Educational Attainment Report
- CTTRC – Career Technical Training Report Card

J-19 State of New Mexico Workforce Investment Goals:

[http://www.doleta.gov/performance/goals/st\\_neg\\_perf\\_level.cfm](http://www.doleta.gov/performance/goals/st_neg_perf_level.cfm)

## **K - Representations, Certifications, and Other Statements of Bidders**

### ***K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2014)***

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ *[insert NAICS code]*.

(a)(2) The small business size standard is \_\_\_\_\_ *[insert size standard]*.

(a)(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(b)(2) If the provision at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.

(iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xiii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xvii) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(c)(2) The following certifications are applicable as indicated by the Contracting Officer:

*[Contracting Officer check as appropriate.]*

\_\_\_ (i) [52.219-22](#), Small Disadvantaged Business Status.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

\_\_\_ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

\_\_\_ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).

\_\_\_ (vi) [52.227-6](#), Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

## ***K.2 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (MAY 2012)***

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

### **I. Disclosure Statement—Cost Accounting Practices and Certification**

(a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the Cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the Cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:

\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:

\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. Cost Accounting Standards—Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

- The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

## III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes No

**K.3 52.230-7 PROPOSAL DISCLOSURE – COST ACCOUNTING PRACTICE CHANGES (Apr-05)**

The offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes No

If the offeror checked “Yes” above, the offeror shall—

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

**K.4 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (Apr 2010)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are *it* are not *it* presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have *it* have not *it*, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are *it* are not *it* presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have *it*, have not *it*, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has  $\zeta$  has not  $\zeta$ , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(a)(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States  
and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker  
Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

## **L - Instructions, Conditions, and Notices to Bidders**

### ***L.1 52.216-1 TYPE OF CONTRACT (APR 1984)***

The Government contemplates the award of a **cost-reimbursement, plus incentive fee** type contract resulting from this solicitation. This procurement is 100% Small Business Set-Aside.

### ***L.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)***

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with the quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provisions by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at the following addresses:

<https://www.acquisition.gov/far>

## **Federal Acquisition Regulation (48 CFR Chapter 1)**

### **Solicitation Provisions**

<b>PROVISION</b>	<b>DATE</b>	<b><i>TITLE</i></b>
<b>52.215-1</b>	<b>(Jan-04)</b>	<b>Instructions to Offerors – Competitive Acquisition</b>
<b>52.215-16</b>	<b>(Jun-03)</b>	<b>Facilities Capital Cost of Money</b>
<b>52.215-22</b>	<b>(Oct-09)</b>	<b>Limitations on Pass-Through Charges - Identification of Subcontract Effort</b>
<b>52.215-23</b>	<b>(Oct-09)</b>	<b>Limitations on Pass-Through Charges</b>
<b>52.222-24</b>	<b>(Feb-99)</b>	<b>Pre-award On-site Equal Opportunity Compliance Evaluation</b>
<b>52.222-46</b>	<b>(Feb-93)</b>	<b>Evaluation of Compensation for Professional Employees</b>
<b>52.237-1</b>	<b>(Apr-84)</b>	<b>Site Visit</b>
<b>52.237-10</b>	<b>(Oct-97)</b>	<b>Identification of Uncompensated Overtime</b>

***L.3 52.233-2 SERVICE OF PROTEST (Sep-06)***

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Sheryl Algee, Contracting Officer,

Email: [algee.sheryl@dol.gov](mailto:algee.sheryl@dol.gov)

U.S. Department of Labor

Employment & Training Administration,

Office of Contracts Management

Division of Job Corps Procurement

200 Constitution Avenue, NW Room N4643

Washington, D.C. 20210

The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

***L.4 COST OR PRICING DATA***

In accordance with FAR Part 15.403-1, the Government anticipates that this solicitation will result in adequate price competition and therefore will not require offerors to submit Certified Cost or Pricing Data. The offeror shall submit information other than cost and pricing data and supporting attachments prepared in the format outlined in Section J of this solicitation.

***L.5 52.252-3 ALTERATIONS IN SOLICITATION (Apr-84)***

As prescribed in 52.107(c), insert the following provision in solicitations in order to revise or supplement, as necessary, other parts of the solicitation that apply to the solicitation phase only, except for any provision authorized for use with a deviation. Include clear identification of what is being altered.

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

\_\_\_\_\_ none \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***L.6 INSTRUCTIONS FOR PROPOSAL SUBMISSION***

A. Standard Form 33 - Block 9 - Solicitation

Hand-carried and commercial carrier proposals must be delivered to the depository identified in Block 7 prior to the time set forth in Block 9.

B. Disposition of Proposals

The successful offer will be kept with the contract and maintained in accordance with FAR 4.803-1. Likewise one copy of each unsuccessful offer will be kept until the contract is completed.

C. Pre-Proposal Conference

The Pre-Proposal Conference shall be held on **Friday, February 26, 2016 at 9:00 a.m. mountain time, at the Roswell Job Corps Center, located at 57 G Street, Roswell, New Mexico.**

Potential offerors are encouraged to submit questions in writing to the issuing office prior to the Pre-Proposal Conference to facilitate responses at the conference. The Government will accept questions from offerors during the conference; however, all answers to questions will be provided in an amendment to the solicitation only and not at the conference.

D. Site Visit

Offerors are urged and encouraged to inspect the site where services are to be performed and become familiar with general and local conditions that may affect the cost of performance of the contract to the extent such information is reasonably available. In no event will a failure to inspect the site constitute grounds for a claim after award of the contract. All offerors are hereby advised that the center will be open for inspection and walk-through only on **Friday, February 26, 2016**, following the Pre-Proposal Conference, at the same location in paragraph C above.

E. Exchanges and Communication Restrictions

Exchanges and communication with any Government personnel concerning this RFP other than the cognizant negotiator (Contracting Officer) named in Block 10 on SF 33, Face Page, may be considered a basis for disqualification (except during the pre-proposal conference, if applicable).

F. Signature Requirements; Proposal Preparation Costs

The SF 33 Face Page of this solicitation and all other documents requiring signature must be signed by an official authorized to bind the offeror. This solicitation does not commit the Government to pay any costs incurred in the submission of proposals or for studies or designs for the preparation thereof, nor to contract for the article or services. The Contracting Officer is the only individual who can legally commit the Government to the expenditure of funds in connection with this procurement.

G. Reference Material

The Policy and Requirements Handbook can be downloaded from the Job Corps web site at <http://www.jobcorps.gov/Libraries/pdf/prh.sflb>. Copies of the Job Corps regulations are available at 20 CFR 670.

H. Proposal Format

Proposals submitted in response to this RFP shall include a transmittal letter and the sections listed below. The transmittal letter shall identify the solicitation number, the name of the firm submitting the proposal, the proposal sections and any other materials that are attached. Relevant Experience may include Relevant Experience of operating a Job Corps center or other relevant experience operating an at-risk youth training or residential program; demonstration of relationships with surrounding communities, employers, labor organizations, State boards, local boards, and applicable one-stop centers; demonstration of successfully connecting at-risk youth to the workforce, including providing academic and technical training; and demonstration of sound financial controls.

All proposals shall be clearly labeled on the outside of the box or envelope referencing the response to the solicitation number. The offeror should annotate on the upper right hand corner of the outside of each section with the corporate name, section title, and "copy # of #." For example, the first copy of a corporation's technical approach would be labeled: "corporation – Technical Approach, Copy 1 of 4," in the upper right hand corner of the outside cover of that bound section.

Proposal Section	Format	Page Limitation	Number of Copies
Technical Approach	Written	Center Only – 65 Pages	Four hard copies and one CD
Staff Resources	Written	20 Pages	Four hard copies and one CD
Offeror's Relevant Experience	Written	20 Pages	Four hard copies and one CD

Past Performance	Written	20 Pages	An original and one CD
Business Management Proposal	Written	No limitation	Four hard copies and one CD

Written sections of the proposal shall be formatted as follows:

a.	Page Size:	8 ½ x 11” with at least 1” margins on all sides.  However, the organizational chart may exceed the 8½ to 11”. If the chart exceeds 8 ½ x 11, then the Government will consider it as one page.
b.	Font Size:	12 point or larger.  Graphs and charts may be smaller than 12 point, however, the text or information on the chart or graph must be legible.
c.	Page Numbering:	Pages consecutively numbered within each section
d.	Page Count:	Title pages, tables of contents, and section dividers not included in count; appendices, graphs and charts are included in the page count, unless otherwise specified.
e.	Format:	Two-column format is allowable

Offerors are cautioned that they must not exceed the page limitations cited above. Any pages that exceed the page limitations cited above will not be read or considered in the evaluation. Please note, that the page limitation for the staff resources section excludes the staffing chart provided in accordance with Section J of this RFP, resumes, staff schedules, and position descriptions.

The Technical Approach, Staff Resources, and Relevant Experience Narrative sections shall be bound separately as well as the Past Performance and the Business Management Proposal section shall be separately bound. All proposal sections shall be submitted in accordance with the specifications listed above. Offerors may refer to another section of their proposal, provided that the section that is being referenced is included in the same binder of the proposal. For example, an offeror can refer to an item in its technical approach section in its staff resources section. However, offerors shall not refer to items included in the Business Management Proposal. When referring to another section of a proposal, offerors shall cite the section, page number, and paragraph number.

**All parts of the proposal shall be submitted both in hard copy as described above and on electronic media (compact disc (CD), in PDF format).** When submitting attachments J.1 and J.3 on CD, offerors shall use EXCEL 2007 or earlier version.

Unnecessarily elaborate proposals, brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror’s lack of cost consciousness. Elaborate art work, letters of commendation, expensive paper and bindings, and expensive visual and other presentations are neither necessary nor sought. Additionally, copies of Job Corps provided materials, job descriptions for each position, copies of newsletters or magazines, copies of certificates or awards, are not needed.

## **A. Proposal Section Content**

### **1. Technical Approach**

Please be advised that the Technical Approach and Staff Resources sections of the offeror's proposal shall be written so that strategies and methods are in substantial compliance with the PRH and the Workforce Innovation and Opportunities Act of 2014. To the extent that an offeror's Technical Approach deviates from a WIOA or a PRH requirement, the Offeror shall explain how its approach meets the essential aspects of the PRH as well as any potential benefits or disadvantages from the Offeror's deviation.

In the Technical Approach section, offerors shall provide responses to the following:

(1) Offeror shall describe the career pathway programming activities that will be offered at the center and describe how the academics and career and technical education and training reflect State and local employment opportunities, including opportunities in in-demand industry sectors and occupations identified in Section C.3.C.13 of this solicitation. The section must specifically include:

- A description of how teaching and learning strategies appropriate to the content and the needs of the learner will be selected, including how the strategies will be used to develop employability and job readiness. Provide examples.
- A description of how the program design and delivery will prepare students for success in secondary and post-secondary options, including apprenticeship.
- A description of the approach for integrating applied academics and contextualized learning. Provide examples.
- A description of the high school diploma and high school equivalency certificates that will be offered at the center. Why were these chosen?
- A description of how evidence-based, innovative strategies will be used to improve student outcomes.

(2) Offeror shall describe the counseling, placement, and support activities that will be offered at the center, including a description of the strategies and procedures the entity will use to prepare students for placement into unsubsidized employment or education leading to a recognized postsecondary credential upon completion of the program. The section must specifically include:

- A description of the counseling and other support students will receive to ensure successful program completion.
- A description of the methods that will be used during the first 60 days a student is on center to assess and meet each student's needs, and prepare them for successful transition into center life and their career training.
- A description of the methods that will be used to help students select career pathways and develop a realistic employment plan based on required academic and career standards.
- A description of the strategies that will be used to assess/ remediate job readiness and ensure students successfully transition into successful careers, in in-demand industry sectors or occupations or the Armed Forces, or enrollment in postsecondary education, including apprenticeship.
- A description of how the knowledge and skills required to benefit from instruction in academics and career technical training will be taught, including critical thinking, study skills, vocabulary, following multi-step instruction, and essential life skills such as financial literacy and driver's education.

(3) Offeror shall describe the relationships that the entity has developed or will develop in the future with State boards, local boards, applicable one-stop centers, employers, labor organizations, State and local

educational agencies, and the surrounding communities in which the center is located, in an effort to promote a comprehensive statewide workforce development system. The section must specifically include:

- A description of how the Offeror will coordinate the activities carried out through the Job Corps center with activities carried out under the appropriate State plan and local plans.
- A description of the employer/educational institution partnerships (high school and community college) that will be utilized to support career technical training and ensure that students acquire skills relevant to employment opportunities in the labor market where the Center's students will be placed. This must include any use of Advanced Career Training or Off-Center Training if offered by the center.
- A description of the proposed work-based learning program, including providing Career Technical Training-related on- and off-center work experiences in a safe and relevant setting.
- A description of any partnerships that will be used to bring innovative approaches to the Job Corps center that have been demonstrated to be effective in helping students transition into successful careers, in in-demand industry sectors or occupations or the Armed Forces, or enrollment in postsecondary education, including apprenticeship.

(4) Offeror shall describe its strategies for implementing student standards of conduct for maintaining sound discipline, and for supporting successful program completion. The section must specifically include:

- A description of actions the Offeror will take or a model that the Offeror plans to use to prevent and address illegal or disruptive behavior in which youth sometimes engage (e.g. illegal drugs, assault and battery, sexual assault, theft, etc.).
- A description of how safety and security procedures will be tailored to the features of this center, including [that this center is an open campus without fencing to control access; that this campus is in a high crime area; or other examples].
- A description of the systems and methods that will be utilized to develop a positive normative center culture and develop student self-management and independent living skills.

(5) Offeror shall describe strategies and plans which will be utilized to support the development and maintenance of the site and facilities and to ensure those efforts provide a safe, healthy and secure living and learning environment, and support the delivery of quality Job Corps services.

## **2. Relevant Experience**

The Relevant Experience section of the proposal should describe the Offeror's experience and the results obtained for the population served through the Offeror's experience. Relevant Experience is defined as, within the three (3) years preceding the submission of this proposal, and for at least six months in duration, the Offeror performed a contract sufficiently similar in size, scope and complexity. Size, scope, and complexity are defined as follows respectively: Size - dollar value and contract duration; scope - type of work; and complexity - performance challenges and risk.

- Relevant Experience may include experience of operating a Job Corps center or other similar experience operating an at-risk youth training or residential program; demonstration of relationships with surrounding communities, employers, labor organizations, State boards, local boards, and applicable one-stop centers; demonstration of successfully connecting at-risk youth to the workforce, including providing academic and technical training; and demonstration of sound financial controls. Offerors shall include any relevant experience regarding predecessor companies, key personnel who have related experience or subcontractors that will perform major or critical aspects of the requirement.
- In the case of a joint venture or teaming arrangement, the Offeror shall provide information on the nature of the relationship including the ratio of work to be performed by each member. This information shall describe the relevant experience of the joint venture or team, as well as that of

the team members. All firms shall also submit the following information for the prime and any subcontractors that will perform major or critical aspects of the requirement. If a firm and its major subcontractor does not have relevant experience information but its predecessor company(s) and/or key personnel do, then such information shall be submitted for the predecessor company(s) and/or key personnel:

In addition, offerors shall describe, in this section, their experience in complying with subcontracting plan goals for small disadvantaged business (SDB) concerns, monetary targets for SDB participation, and notifications submitted under FAR part 19.1202-4(b), if applicable.

1) Narrative: Offerors may submit up to 20 pages of information for consideration, which describes:

- a. A record of effectiveness in placing at-risk youth into employment and postsecondary education, which may include Relevant Experience of operating a Job Corps center or other relevant experience operating an at-risk youth program, and demonstrated effectiveness in assisting individuals in achieving the indicators of performance for eligible youth described in the Workforce Innovation and Opportunity Act (WIOA) section 116(b)(2)(A)(ii) or similar measures related to credential attainment, placement in employment, or post-secondary education, and earnings;
- b. A record of successfully assisting at-risk youth to connect to the workforce, including providing youth with intensive academics and career and technical education and training;
- c. The demonstrated ability to offer career and technical education and training and the degree to which such education and training reflects employment opportunities in the local areas in which enrollees at the center intend to seek employment;
- d. The demonstrated ability to implement an effective behavior management system and maintain a safe and secure learning and residential living environment for youth between the ages of 16 and 24;
- e. Problems encountered and corrective actions taken on contracts within the past three (3) years;
- f. Any reports involving the Offeror developed by the Office of Inspector General of the Department of Labor;
- g. Effectiveness in developing relationships with State boards, local boards, applicable one-stop centers, employers, labor organizations, State and local educational agencies, and the surrounding communities in which the center is located; and
- h. A history of strong fiscal controls to ensure proper accounting of funds, particularly any history of ensuring proper accounting of Federal funds.

### **3. Staff Resources Proposal (PRH Chapter 5)**

The Staff Resources Proposal shall consist of the information described below. The page limitation for this section excludes the staffing chart provided in accordance with Section J of this RFP, resumes, staff schedules and position descriptions.

- a. Organization: A detailed organization chart covering all staff for the Center. Include any contracted or National Training Contractor staff with each, if applicable, and a completed Staffing Chart (Attachment J-4)

b. Schedules: Staff schedules showing coverage of critical functions for residential living, career preparation, academic and career technical training, counseling and security, as well as a description of how this approach complies with the PRH.

c. Corporate Oversight: Explanation of corporate services and support (General and Administrative services) that will be provided to this contract. Describe the experience and specific areas of expertise of corporate staff that will provide oversight.

d. Key Personnel: Key personnel is the Center Director

Offerors shall indicate whether the person being proposed as key personnel is currently being proposed for a center staff position on any other proposals.

Offerors must notify the Contracting Officer in writing of any change in the availability of proposed key personnel when the change in status occurs, at any point in the procurement process.

i. Resume: Provide resume and position description of the proposed Center Director.

The resume shall include information on the nominee's educational and training accomplishments, as well as past work and other relevant experience, including any special accomplishments and skills. In addition to the resume, offerors shall provide a letter of commitment from the Center Director proposed to work on the contract.

e. Staff Development & Incentives: A narrative detailing what efforts the contractor will make to develop, retain, and reward staff. Include what specific incentives will be provided and how these may be earned. In addition, include what specific positions will be eligible for an incentive payment, timetable for such payment, and whether or not such payments will be charged to this contract.

f. Transition/Phase-out Plan: The incumbent shall submit a transition-out (phase out) and non-incumbent offerors shall submit a transition-in plan.

Transition-in or transition-out plans shall include the period of time required for each action, staff requirements, and major steps to be accomplished during the transition.

Costs associated with the transition in and out plans shall be submitted as part of the Business Management Proposal.

The Government recognizes that if the incumbent contractor is not the successful Offeror, the successful Offeror will then assume responsibility over the Job Corps center operations. If so, the incoming contractor will have a transition-in period in which to become familiar with the presently operating center, as well as time to interview and hire staff necessary to operate the center.

The successful Offeror will be required to take over complete operation of the center with the start of performance under the resultant contract. It is the Government's intent that the transition period will begin no less than 30 days prior to that date.

There will be only one operating contractor responsible for the center's operation at any given time. Transition preparations shall not cause any unreasonable interference with the departing contractor's operation. When the new contractor begins operations, the former contractor shall not cause any unreasonable interference with the new operator's program.

g. Position Descriptions: Provide position descriptions for the following personnel:

- i. Deputy Center Director (if applicable)
- ii. Administration Director/Manager
- iii. Programs Director
- iv. Training Managers (Academic and Career Technical Training)
- v. Career Success Manager (Social Development Manager)

**4. Past Performance** Use of past performance information retrieval system statistical reporting (ppirs-rc) in past performance evaluation.

a. The Government will use the PPIRS-RC system to retrieve qualitative assessments for the prime Offeror, partners in the case of a formal teaming arrangement, or subcontractors. Each offeror's past performance shall be evaluated in accordance with FAR 15.305(a)(2). For purposes of this solicitation, contractor past performance will be based on data from PPIRS-RC, or if an Offeror has fewer than five references in PPIRS-RC, the Offeror may solicit past performance references from current government or commercial clients using the form attached (Attachment A). The Government will primarily rely upon references from similar contracts for the same or similar services, and/or similar in value. However, the Government may rely upon any other PPIRS-RC report for the Offeror/team. Offerors with no Past Performance history will receive a neutral rating.

b. Contractors can obtain access to their PPIRS through the System for Award Management. Instructions can be found at (<https://www.sam.gov/portal/SAM/#1>)

c. Past Performance Questionnaires: For Offerors who have no reported past performance Offerors must complete Section A of Attachment J-7, Performance Confirmation Questionnaire, for each relevant past performance reference identified above, which is not readily available in the Past Performance Information Retrieval System (PPIRS). The Offeror must forward this questionnaire to the Government agency or company listed as a reference and request that the Relevant Past Performance evaluation be completed for Sections B-F of Attachment J. Each agency/company evaluator must return the questionnaire directly to the Contracting Officer and Contracting Specialist identified in this Solicitation.

**5. Business Management Proposal (Cost Proposal & Small Business Subcontracting Plan)**

Costs shall be mentioned only in the Cost Proposal, and in no other sections of the proposal. Offerors shall not propose costs for capital line items including: Construction, Rehabilitation and Acquisition (CRA), Equipment, and Career Technical Skills Training (CTST). The Not to Exceed amount for these categories shall be determined post-award.

In addition to the written cost proposal, offerors **shall** provide the following on CD using EXCEL 2007 or earlier version:

- Financial Display By Year, ETA 2110 Format (Attachment J-3)
- Staffing Chart (Attachment J.4)

The Offeror's Cost Proposal shall consist of the following and in the order stated: (Sample forms and attachments are shown in Section J)

**a. Business Management Data**

- 1) A completed Standard Form 33, Solicitation, Offer and Award
- 2) Statement of Financial Capability (ETA 8554)
- 3) Applicable Certifications and Cost Accounting Standards Notices and Certification as required in Section K of this RFP.
- 4) A copy of the Offeror's Indirect Cost Negotiation Agreement from the Cognizant Federal agency. The Cost Proposal may propose a G&A ceiling rate higher or lower than the approved provisional rate. The proposed rate, if accepted, will become the ceiling for the entire contract period, including option years. Offerors must calculate G&A Expense at the proposed G&A ceiling rate. If the Offeror does not have an approved rate, the submission shall include a proposed rate along with supporting justification.
- 5) A statement from an accounting firm that certifies that the contractor's cost accounting system meets all of the items listed in Section II., Evaluation Checklist, on SF form 1408, Pre-award Survey of Prospective Contractor Accounting System. Please note that SF from 1408 or a statement that references all of the information contained in the form 1408 is sufficient.
- 6) A statement from a lending institution, on the official letterhead of the institution which demonstrates that the Offeror has a sufficient line of credit to cover one month's costs under this contract. The letter must not only stipulate the amount of the line of credit but it must also attest to the amount that is presently available under the line of credit. In the event that the Offeror does not currently have a line of credit but will be able to obtain the line of credit upon award of this contract, the Offeror shall provide a letter on the official letterhead of the lending institution that it will be granted the line of credit upon contract award.
- 7) Offeror shall describe the strong fiscal controls the entity has in place to ensure proper accounting of Federal funds, and a description of how the entity will meet the requirements of section 159(a) of the Workforce Innovation and Opportunity Act of 2014.
- 8) Offeror shall describe the steps that it will take to control costs in accordance with section 159(a)(3) Workforce Innovation and Opportunity Act of 2014.
- 9) Offeror shall describe any non-Federal resources that will be utilized in the operation of this Job Corps center.
- 10) Offeror shall provide proof that it is able to obtain a license to operate in the State in which the center is located within 30 days of contract award.
- 11) Offeror shall provide an assurance that it will comply with basic health and safety codes, which shall include the disciplinary measures described in section 152(b) of the Workforce Innovation and Opportunity Act of 2014.

**b. Staff Salary Structure and Compensation Plan**

- 1) Total Compensation Plan

This plan shall include a description of salaries and fringe benefits, and any bonuses, monetary awards, and other contingent payment plans for all staff charged directly to this contract. The narrative must explain the policy under which these payments will be dispersed.

Offerors shall justify proposed salary levels using prevailing wage rate data from the local labor market, the National Job Corps Staff Compensation data as described below, or a combination of both.

Offerors may propose adjustments to staff compensation expense due to vacancy savings, overtime expense, night differentials, holiday differentials and other factors.

In developing staff compensation plans, offerors shall give consideration to the National Job Corps Staff Compensation Report (Attachment J-13). This table reflects independent, expert advice that has been given to the U.S. Department of Labor concerning the average salary levels that would be competitive within the local labor market. The data in the table that is attached to this RFP has been adjusted for inflation to reflect salary levels that will be appropriate at the beginning of the contract performance period, and to reflect labor cost conditions in the center's locality. The amounts shown on the table reflect the average annual salary ranges for each category of position along with an allowance for employer paid fringe benefits equaling 24.8% of base salary costs.

## 2) Staff Salaries

This shall include a description of the offeror's staff salaries including annual salary ranges for each position.

The National Job Corps Staff Compensation Report (Attachment J-13) organizes data to reflect most of the job categories typically employed at Job Corps centers.

## 3) Staffing Chart

The Offeror shall include a completed Staffing Chart that will indicate the number of staff for each center function. (Attachment J-4), which shall also be included in the Staff Resources Proposal. Please submit a completed Attachment J.4 in hard copy as well as on CD using EXCEL 2007 or earlier version

**c. Pricing Schedule and Cost Detail:** Offeror shall include completed Attachments J-1 and J-3. Please note that the amounts in the Not to Exceed Line Items (CLINS 0001 through 5004) will be provided by the Government and will not be considered as part of the offeror's total evaluated cost. However, the total cost of the Not to Exceed Line Items will be included in the total estimated cost of the awardee's contract. Please also note that offerors shall propose the maximum technical performance incentive fee (2.4%) and the maximum cost incentive fee (3.6%) for the purpose of cost analysis and contract award amount.

## **d. Narrative Cost Detail – Center, OA and CTS**

1) A narrative justification for each line item of the ETA 2110, Attachment J.3, for all contract years. Include all explanatory narratives and necessary calculations showing how costs are determined. Please note that for option years, the contractor only has to provide a narrative where the rationale and justification for the option year costs differs from the base period costs.

For the purposes of this RFP, the inflationary rate used in projecting costs shall be determined by the Offeror. The Government will then consider this proposed inflationary rate during its cost realism analysis and negotiated during discussions if necessary. The resulting inflationary rate will then become a part of the contract.

Cost justifications based solely on historical data may be considered insufficient to support cost proposals. Historical data may be used to the extent that it can be shown to be relevant to this specific procurement, reflective of any changed conditions and circumstances. Provide narrative justification for each line item showing how the labor, material, travel, subcontractors, facility maintenance, and other costs outlined on the ETA 2110 were determined. Include the backup data to support the type of labor and estimated numbers of staff within each labor category.

The facility shall be provided as Government-furnished property at no cost to the contractor.

Under those ETA 2110 line items relating to staff costs, show the following: (1) position title; (2) number of positions in terms of full-time equivalents (FTEs); (3) range of annual salaries/wages for the position title; (4) average direct annual salary/wages on a per FTE basis (5) average benefits and other indirect employee compensation costs on a per FTE basis; (6) total employee compensation cost to the contract for each position title. Individual, separate staff position costs will be included in the narrative justification for each line item of the ETA 2110. Do not consolidate costs for similar positions. Show each position cost separately.

Include a breakdown of the amount estimated for travel, including destination, duration, purpose and cost (per diem and transportation).

Include backup data to support the estimated amount of material and subcontracting (if applicable), including description of materials to be procured, basis for proposed subcontract, and amounts proposed.

Subcontract information shall contain the list of names and addresses of any proposed subcontractors or consultants the Offeror intends to use in the performance of the contract. Include the following information about subcontractors in excess of \$25,000:

- (a) Will the subcontractor be able to start performance at the beginning of the contract period?
- (b) What is the total cost of each subcontract?
- (c) What experience does the subcontractor have in this technical area?
- (d) What services (skills) will the subcontractor provide?
- (e) What steps did the Offeror take to ensure that this subcontract is the best value?
- (f) Confirmation that there is no conflict of interest between the prime contractor and the subcontractor.

**e. Transition Costs**

Please note that the Government will analyze proposed transition in and transition out costs for reasonableness. However, Transition in costs and transition out costs will not be considered as part of the offeror's evaluated cost nor will it be factored into the Government's Best Value, Trade Off analysis. The transition-in costs and the transition-out costs will be identified in the awardee's pricing schedule at the time of award and will be considered as part of the total awarded estimated cost.

The Transition Costs section of the Business Management Proposal encompasses three things:

- 1) For offerors who are not the incumbent contractor at the subject Job Corps center, the Offeror shall include a description of estimated costs for transitioning into the center. This shall include all personnel costs, travel, and any other supplies or expenses the Offeror anticipates incurring during the transition-in. These expenses will appear in CLIN 0001 on the pricing schedule.
- 2) Both incumbent and non-incumbent offerors shall include in the Transition Costs subsection of their Business Management, a description of all costs that the Offeror reasonably anticipates it will incur as part of transition-out activities at the end of the contract that will result from this solicitation. The Employment and Training Administration understands that this estimate is dependent upon some factors that are unknown at the time of the proposal preparation, such as the amount of unpaid leave. However, offerors are asked to use their best business judgment in preparing this estimate. These expenses will appear in CLIN 4001 on the pricing schedule.

It is the intent of the Government to have an orderly operation during the last 30 days of any incumbent's contract (see FAR Clause 52.237-3, Continuity of Service). Therefore, the incumbent contractor will be allowed the normal costs of operating the center for the final month of the contract. The incumbent's administrative activities required to orient the incoming contractor will be an allowable direct cost.

It is the Government's expectation that the outgoing contractor will use persons already included in its organizational indirect cost package for such activities joint physical inventory counts and reconciliation, student pay reconciliation with the new contractor and final billings after contract expiration.

The allowable cost for Transition-Out will be limited to earned but unpaid leave, and any other costs determined to be reasonable, allowable and allocable by the Contracting Officer.

Please note that offerors who are the incumbent contractor at the subject Job Corps center shall not include any transition-out costs under this solicitation that would be associated with transitioning-out of center operations under the current incumbent contract. Such expenses would be allocable to the incumbent contract and thus will be handled in a separate process to equitably adjust the incumbent contractor for transition-out expenses that will occur if the incumbent contractor is not the successful Offeror and is required to transition-out.

**f. Small Business Subcontracting Plan (Does not apply to Small Businesses)**

Offerors shall submit a subcontracting plan prepared in accordance with FAR Clause 52.219.9. The plan shall cover the base two (2) year contract period, and each of the option years. The plan must separately address subcontracting with 1) small business, 2) small disadvantaged business (includes 8(a) businesses), 3) women-owned small business, 4) veteran owned small businesses (includes service disabled veteran owned small businesses), 5) service disabled veteran owned small businesses, and 6) HUBZone concerns. The Offeror shall complete and submit Attachment J-6, Subcontracting Plan Summary Sheet both in hard copy and on CD using EXCEL 2003 or earlier version.

The contractor shall determine the dollar value of services to be subcontracted. Of that amount, the contractor must, at a minimum, award subcontracts so as to achieve the following goals:

Small Businesses	61%
Small Disadvantaged Businesses	11%
Women-owned Small Businesses	7%
HUBZone Small Businesses	3%
Veteran Owned Small Businesses	3%
Service Disabled Veteran Owned Small Businesses	3%

The Department of Labor encourages subcontracting key program components to small business concerns. Key components include personnel to deliver social development, academic education, career technical training and administration. For proposed subcontracting of key components, the appropriate section of the technical proposal must describe in detail the organizational relationships and procedures established to ensure proper management, oversight, training, coordination, etc. A complete breakdown of costs associated with the subcontracting of a key component of center operations must be displayed in the Cost Proposal. This should also include any costs associated with oversight of the sub-contractual relationship.

**Small Businesses should note that while a subcontracting plan is not required, it is requested that they provide a listing of subcontracts that are anticipated. The subcontract list should include at a minimum a list of the functions, tasks, and positions that are proposed and the anticipated dollar value.**

#### ***L.7 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF OFFERS***

- a) Offerors are responsible for submitting offers, and any modifications or withdrawals, so as to reach the Department of Labor office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Department of Labor office on the date that offers are due.
- b) Any offer, modification, or withdrawal received at the Department of Labor office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; and:
  - (i) if it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Department of Labor infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
  - (ii) there is acceptable evidence to establish that it was received at the Department of Labor installation designated for receipt of offers and was under the Department of Labor’s control prior to the time set for receipt of offers.
- c) Acceptable evidence to establish the time of receipt at the Department of Labor installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of DOL personnel.
- d) If an emergency or unanticipated event interrupts normal DOL processes so that offers cannot be received at the Department of Labor office designated for receipt of offers will be deemed to be extended to

the same time of day specified in the solicitation on the first work day on which normal DOL processes resume.

e) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers. An offer may be withdrawn in person by an Offeror or its authorized representative, if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

### ***L.8 REQUESTS FOR CLARIFICATION***

Requests for Clarifications (RFC) are to be submitted electronically to Gregory Sabater at Sabater.Gregory@dol.gov, by 12:00p.m. Eastern Time, **March 3, 2016**. Only electronic submissions of requests will be accepted. Should any RFC be received after the date stated above, the Government reserves the right not to provide an answer. If, however, the Government determines that a late RFC raises an issue of significant importance, the government will respond. All responses will be provided electronically.

## **M - Evaluation Factors for Award**

### ***M.1 ORDER OF IMPORTANCE OF EVALUATION FACTORS***

#### **Technical Approach, Relevant Experience, Past Performance, Staff Resources and Cost**

The Government anticipates the award of a single contract as a result of this solicitation to the responsible Offeror whose proposal is responsive to the solicitation and is determined to be the best value to the Government. Selection of the best value is determined through evaluation criteria stated herein.

In determining the best value, Technical Approach is more important than Relevant Experience, Past Performance, Staff Resources, and the Business Management Proposal. When combined, Relevant Experience and Past Performance are equal in importance to Technical Approach.

The Government is more concerned with obtaining a proposal demonstrating superior value in the non-price factors than making an award at the lowest evaluated cost. The non-price factors (Technical Approach, Relevant Experience, Past Performance, and Staff Resources) are significantly more important than the evaluated cost, as reflected in the evaluation of the Business Management Proposal.

However, the closer or more similar in merit the evaluation of the non-price factors, the more likely the evaluated cost may be the determining factor in selection for award. The Government will not make an award at a premium in cost that it considers disproportionate to the benefits associated with the evaluated technical superiority of the non-price factors (Technical Approach, Relevant Experience, Past Performance and Staff Resources). The Government will assess whether the strengths and weaknesses between or among competing proposals indicate superiority from the standpoint of what the difference might mean in terms of expected performance and what the evaluated cost to the Government would be to take advantage of the difference.

### ***M.2 EVALUATION FACTORS***

#### **1. Technical Approach**

The evaluation of the Offeror's Technical Approach consisting of the responses to the questions in Section L listed below. DOL will assess the Offeror's overall responses to these questions, including the identification of any strengths or weaknesses in the approach, and provide an overall rating reflecting the

Technical Approach. Each of the different areas listed below will be considered as part of the assessment, and are considered relatively equal in importance in evaluating Technical Approach.

The offeror's response to the questions addressed below will be evaluated based on quality and likelihood of success in accordance with the following:

- the extent to which the offeror's proposal demonstrates a strong understanding of the work to be accomplished and the extent to which the offeror's strategies and methods are consistent with the Workforce Innovation and Opportunity Act and the PRH;
- the degree to which the offeror's strategies and methods are tailored to operate in the context of the eligible population, the local and regional labor market, and any other data provided by the Contracting Officer; and
- the degree to which the offeror proposes evidence-based innovative, yet feasible approaches to improve efficiency and effectiveness in achieving Job Corps' specified outcomes and quality indicators.

**a.** The offeror's described career pathway programming activities that will be offered at the center and description of how the academics and career and technical education and training reflect State and local employment opportunities, including opportunities in in-demand industry sectors and occupations identified in Section C.3.C.13 of this solicitation.

- A description of how teaching and learning strategies appropriate to the content and the needs of the learner will be selected, including how the strategies will be used to develop employability and job readiness. Provide examples.
- A description of how the program design and delivery will prepare students for success in secondary and post-secondary options, including apprenticeship.
- A description of the approach for integrating applied academics and contextualized learning. Provide examples.
- A description of the high school diploma and high school equivalency certificates that will be offered at the center. Why were these chosen?
- A description of how evidence-based, innovative strategies will be used to improve student outcomes.

**b.** The offeror's description of the counseling, placement, and support activities that will be offered at the center, including a description of the strategies and procedures the entity will use to prepare students for placement [*include the following if CTS is included in "and to place graduates and former enrollees"*] into unsubsidized employment or education leading to a recognized postsecondary credential upon completion of the program.

- A description of the counseling and other support students will receive to ensure successful program completion.
- A description of the methods that will be used during the first 60 days a student is on center to assess and meet each student's needs, and prepare them for successful transition into center life and their career training.
- A description of the methods that will be used to help students select career pathways and develop a realistic employment plan based on required academic and career standards.
- A description of the strategies that will be used to assess/remediate job readiness and ensure students successfully transition into successful careers, in in-demand industry sectors or occupations or the Armed Forces, or enrollment in postsecondary education, including apprenticeship.
- A description of how the knowledge and skills required to benefit from instruction in academics and career technical training will be taught, including critical thinking, study skills, vocabulary, following multi-step instruction, and essential life skills such as financial literacy and driver's education.

c. The offeror's description of the relationships that the entity has developed or will develop in the future with State boards, local boards, applicable one-stop centers, employers, labor organizations, State and local educational agencies, and the surrounding communities in which the center is located, in an effort to promote a comprehensive statewide workforce development system.

- A description of how the offeror will coordinate the activities carried out through the Job Corps center with activities carried out under the appropriate State plan and local plans.
- A description of the employer/educational institution partnerships (high school and community college) that will be utilized to support career technical training and ensure that students acquire skills relevant to employment opportunities in the labor market where the Center's students will be placed. This must include any use of Advanced Career Training or Off-Center Training if offered by the center.
- A description of the proposed work-based learning program, including providing Career Technical Training-related on- and off-center work experiences in a safe and relevant setting.
- A description of any partnerships that will be used to bring innovative approaches to the Job Corps center that have been demonstrated to be effective in helping students transition into successful careers, in in-demand industry sectors or occupations or the Armed Forces, or enrollment in postsecondary education, including apprenticeship.

d. The offeror's strategies for implementing student standards of conduct, for maintaining sound discipline, and for supporting successful program completion.

- A description of actions the offeror will take or a model that the offeror plans to use to prevent and address illegal or disruptive behavior in which youth sometimes engage (e.g. illegal drugs, assault and battery, sexual assault, theft, etc.).
- A description of how safety and security procedures will be tailored to the features of this center, including [that this center is an open campus without fencing to control access; that this campus is in a high crime area; or other examples].
- A description of the systems and methods that will be utilized to develop a positive normative center culture and develop student self-management and independent living skills.

e. The offeror's strategies and plans which will be utilized to support the development and maintenance of the site and facilities and to ensure those efforts provide a safe, healthy, and secure living and learning environment, and support the delivery of quality Job Corps services.

If an offeror fails to address any of these topics in the response, the proposal will be viewed as nonresponsive and/or deficient in this area. To the extent that the Offeror's approach deviates from requirements in WIOA or the PRH, DOL will evaluate if the Offeror explains how the proposed deviation still meets the core aspects of the requirement.

## **2. Relevant Experience**

DOL will be evaluating the Offeror's relevant experience, including the description of any relevant experience, as defined below, as well as a description of the results obtained for the population served through the Offeror's experience. Relevant Experience may include experience operating a Job Corps center or other similar experience operating an at-risk youth training or residential program; demonstration of relationships with surrounding communities, employers, labor organizations, State boards, local boards, and applicable one-stop centers; demonstration of successfully connecting at-risk youth to the workforce, including providing academic and technical training; and demonstration of sound financial controls.

- The Government will consider information for the offeror or entity and/or its principals proposed as the prime contractor, as well as subcontractors that will perform major or critical aspects of the requirement, when such information is relevant to this procurement. In addition, the Government will consider relevant information regarding predecessor companies or key personnel who have

- related experience in similar sized entities assisting at-risk youth in residential and/or training programs, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to this procurement.
- When the offeror is a joint venture or contractor team at the prime level, the relevant experience of the team, if any, will be considered. If the Offeror is a newly formed entity, the Government will evaluate the experience of the individual entity or entities that comprise the newly formed entity. If the Offeror is a joint venture, LLC, team, or other similar entity, DOL will evaluate the experience of the entities comprised of the joint venture, LLC, team or other similar entity. If the team has no relevant experience, but one or more team members do, the Contracting Officer will make a determination, at his/her discretion, based on the availability of information for a team member, and the nature and extent of that team member's proposed contribution to the work of the contract, regarding whether or how to evaluate relevant experience for the team.

In evaluating Relevant Experience, the Government will focus on the level of similarity to the work expected to be performed under this procurement, and information that demonstrates the quality of the Offeror's experience relevant to the size and complexity of the procurement under consideration. In addition, only Relevant Experience information for work performed during the past three years and at least six months in duration will be considered.

### **3. Staff Resources**

The Staff Resources evaluation factor has elements, which are listed in descending order of importance. The information provided in the offeror's Staff Resources section of its proposal shall be evaluated in accordance with the following:

#### **a. Adequacy of Staffing – Organization**

Adequacy of Staffing will be evaluated to determine the appropriateness of the number and adequacy of staffing in accordance with the PRH.

#### **b. Staff Schedules Covering Critical Functions**

Staff schedules will be evaluated to determine if critical functions for residential living, career preparation, academic and career technical training, and counseling and security are adequate in accordance with the PRH.

#### **c. Corporate Oversight and Support**

Corporate Oversight and Support will be evaluated to determine the adequacy of management/corporate services as well as other corporate support (G&A) that will be provided to this contract.

#### **d. Key Personnel: Center Director**

The Center Director will be evaluated to determine quality and adequacy of the Center Director's credentials, experience, and accomplishments as well as the adequacy of the duties identified in the position description.

#### **e. Staff Development and Incentives**

Staff Development and Incentives will be evaluated to determine the appropriateness and adequacy of the staff development, retention, and incentives.

f. Transition-in and Transition-out

Offerors' approach to transition-in or transition-out will be evaluated in accordance with the following:

- i. The degree to which the transition plan demonstrates the offeror's knowledge the scope of the tasks to be accomplished.
- ii. The adequacy of the corporate resources proposed to complete the tasks to be accomplished.

g. Staff Position Descriptions

The position descriptions for the staff identified below will be evaluated to determine the quality and adequacy of duties described in the position descriptions.

- i. Deputy Center Director (if proposed)
- ii. Administration Director/Manager
- iii. Programs Director
- iv. Training Managers (Academic and Career Technical Training)
- v. Career Success Manager (Social Development Manager)

#### **4. Past Performance**

Past Performance is the Offeror's Past Performance Information contained in the PERFORMANCE INFORMATION RETRIEVAL SYSTEM –REPORTING (PIRS-RC), or the offeror's solicited and completed past performance references from current clients using the form attached (Attachment A). Past Performance will be evaluated based on the preponderance of information for past performance evaluations for contracts within the last three years that are similar in dollar size and complexity to the requirement being competed. The Government reserves the right to weigh heavily the identification of regulatory violations listed in the individual past performance results, particularly when those violations concern safety and/or health issues. Offerors with no Past Performance history will receive a neutral rating.

#### **5. Business Management Proposal Evaluation**

##### **A. Cost Analysis**

In accordance with FAR 15.404-1, the Government will conduct a price analysis to assess whether the contract price proposed is fair and reasonable. The Government will also conduct a cost analysis focused on the realism of the estimated costs of performance, as distinct from the reasonableness of the contract price.

As a part of its cost analysis, the Government will perform a cost realism analysis of each offeror's proposed costs to determine a probable cost of performing the contract using the offeror's proposed approach. This cost realism analysis will result in a determination of a Probable Cost ("PC") for the offeror's proposed approach. To explain, offerors' cost proposals reflect advance estimates of cost that

may not be valid indicators of final actual costs. As a result, the Government's cost realism analysis is intended to guard against unsupported claims of cost savings (*e.g.*, unrealistically low cost estimates) or cost inflation (*e.g.*, unrealistically high cost estimates) by determining whether the costs as proposed represent what the agency realistically expects to pay for the proposed effort.

As a product of the agency's cost realism analysis, the PC is a single number that represents the Government's forward-looking estimate of the probable cost of performance for each offeror. The PC may differ from the proposed cost and shall be used for purposes of the evaluation to determine the best value proposal.

To foster competition and create more of a level field, please note that the Government will not evaluate transition in or transition out in evaluated cost/price.

The Government will also review the offeror's responses and documentation provided in response to Section L.6(I)(4)(a) Business Management Data, to ensure that the offeror has adequate cost controls, financial capability, lines of credit and is licensed in the state in which the center is located. Failure of the offeror to comply with these areas may result in the offeror not being eligible for award.

### ***M.3 SUBCONTRACTING PLAN***

Please note that part of the analysis of the offeror's business management proposal will include an analysis of the offeror's subcontracting plan. The subcontracting plan will be reviewed in accordance with the following:

- (i) To what extent does the plan fully address all aspects of FAR 52.219-9?
- (ii) How effective is the proposal in offering concrete, feasible, proven strategies and methods to ensure the achievement of small business goals in each category?
- (iii) To what extent does the offeror plan to subcontract major program components?

*Proposals that include plans that do not meet mandated goals will not be eligible for award. Small Businesses should note that while a subcontracting plan is not required, it is requested that they provide a listing of subcontracts that are anticipated. The subcontract list should include at a minimum a list of the functions, tasks, and positions that are proposed and the anticipated dollar value.*

### ***M.4 BASIS FOR AWARD (BEST VALUE) - TRADEOFF***

The Government anticipates the award of a single contract as a result of this solicitation to the responsible Offeror whose proposal is responsive to the solicitation and is determined to be the best value to the Government. Selection of the best value is determined through the process of evaluating strengths and weaknesses of each Offeror's proposal in accordance with the evaluation criteria stated herein.

In determining the best value, technical approach, relevant experience, past performance and staff resources are more important than cost. The Government is more concerned with obtaining a proposal demonstrating superior technical approach, relevant experience, past performance and staff resources, than making an award at the lowest evaluated cost. Thus, the closer or more similar in merit that the Offeror's technical approach, relevant experience, past performance and staff resources are evaluated to be; the more likely the evaluated cost may be the determining factor in selection for award. However, the Government will not make an award at a premium in cost that it considers disproportionate to the benefits associated with the evaluated technical superiority of the technical proposal (technical approach, relevant experience, past performance and staff resources). The Government will assess whether the strengths and weaknesses between or among competing proposals indicate superiority from the standpoint of what the difference might mean in terms of expected performance and what the evaluated cost to the Government would be to take advantage of the difference.

### ***M.5 FAR 52.217-5 EVALUATION OF OPTIONS***

is incorporated by reference.